

STATE OF NEW MEXICO



REQUEST FOR PROPOSALS (RFP)

RFP# 17-647-P737-02

State Fiscal Year 2017

Issue Date: April 11, 2016

Table of Contents

I. Introduction	2
A. Purpose of this Request for Proposal	2
B. Summary Scope of Work	2
C. Scope of Procurement	2
D. Offeror Qualifications/Conflict of Interest	2
E. Chief Procurement Officer	3
F. Definition of Terminology	4
II. Conditions Governing the Procurement	6
A. Sequence of Events	6
B. Explanation of Events	7
C. General Requirements	9
III. Response Format and Organization	14
A. Number of Responses	14
B. Number of Copies	15
C. Proposal Format	15
D. Proposal Organization	15
E. Letter of Transmittal	16
F. Cover Sheet Form	16
G. Table of Contents	16
H. Proposal Summary	17
I. Response to Mandatory Specifications	17
J. Response to DDPC's Terms and Conditions	17
K. Offeror's Additional Terms and Conditions	17
IV. Mandatory Specifications	17
A. Information	17
B. Instructions for Submitting Responses to Factors I, II III & IV for all Services	18
C. Factors for Treatment guardian Services	18
Factor I. Organizational Experience and Performance	18
Factor II. Other Administrative Responsibilities	20
Factor III. Quality Assurance and Program Integrity	20
Factor IV. Cost Proposal Budget	21
V. Evaluation	21
A. Evaluation of Proposals	21
B. Evaluation Point Summary	22

APPENDICES

A. Acknowledgement of Receipt Form	24
B. Intent to Submit Form	25
C. Cover Sheet Form	26
D. Statement of Assurance Form	27
E. Sample Contract	29
F. Business Associate Agreement	50
G. New Mexico Employees Health Coverage Form	51
H. Campaign Contribution Disclosure Form	52
I. Suspension and Debarment	55

I. INTRODUCTION**A. Purpose of this Request for Proposal:**

The New Mexico Developmental Disabilities Planning Council Office of Guardianship (DDPC) invites private or public entities and individuals (Offerors) familiar with and experienced in court-appointed treatment guardian services in New Mexico to submit proposals in accordance with the specifications contained in this Request for Proposal (RFP). The DDPC may contract with more than one Offeror for the services described in this RFP. Successful Offeror(s) will provide court appointed treatment guardian services as defined in the Scope of Work and in the sample contract. Offerors may propose to deliver services statewide or within a limited geographical area. Offerors may propose to serve individuals with various incapacities or may propose to serve individuals with a specific incapacity.

B. Summary Scope of Work:

Contractor shall administer a program that provides mental health treatment guardianship to individuals diagnosed by a licensed mental health care professional as having a mental health condition. Contractor shall promote effective and responsible mental health treatment guardianships and facilitate publicly-funded mental health treatment guardianship appointments in areas as determined jointly by Agency and Contractor. Upon appointment by a court, Contractor shall provide Treatment Guardians to individuals in either an inpatient or outpatient setting. A court may appoint Contractor as the primary Treatment Guardian (decision-maker) for a Protected Person and may also appoint another person as an alternate treatment guardian. The Contractor shall train persons to be treatment guardians.

C. Scope of Procurement

The scope of the procurement shall encompass the requirements in the contract (Appendix E of this RFP). The proposed contract will be effective the date of signature of the New Mexico Department of Finance and Administration (DFA).

The initial term for the contract is expected to be July 1, 2016 through June 30, 2017 (Fiscal Year 2017), with renegotiation of the contractual terms for the purpose of continuing the services described in this RFP and adding additional services and funding as needed and available. The DDPC reserves the option of renewing the initial contract(s) on an annual basis for three (3) additional years or any portion thereof for the purpose of providing continued services based on contractor performance and availability of funding. In no case will the contract, including all renewals thereof, exceed a total of four (4) years in duration.

The total amount available for contracting these services in FY2017 will be subject to appropriation. Funding will be derived, as available, from DDPC.

D. Offeror Qualifications/Conflict of Interest

This RFP is open to any Offeror capable of performing the work described in Section IV Mandatory Specifications, subject to the following stipulations:

1. Pursuant to the Governmental Conduct Act, NMSA 1978, Sections 10-16 et.seq., an Offeror will have no direct or indirect interest that conflicts with the performance of services covered under this RFP;
2. Pursuant to NMSA 1978 Sections 13-19-191, 30-41-1 through 30-41-3, an Offeror may not provide or offer bribes, gratuities or kickbacks to applicable state personnel;
3. An Offeror shall ensure that no elected or appointed officer or other employee of the State of New Mexico shall benefit financially or materially from the successful award of the contract to the Offeror and that no such individual shall be admitted to any share or part of the contract or to any benefit that may arise there from;
4. An Offeror shall ensure that there is no conflict, either direct or indirect, with its agency or organization and its fiduciaries and/or employees, with the performance of services covered under this RFP; and
5. The burden is on the Offeror to present sufficient assurance to the DDPC that the award of the contract to the Offeror shall not create a conflict of interest.

E. Chief Procurement Officer

The New Mexico Developmental Disabilities Planning Council Office of Guardianship has designated a Chief Procurement Officer, who is responsible for the conduct of this procurement and whose name, address and telephone number are listed below:

Kathleen Coates
Chief Procurement Officer
Phone: 505-841-4554
Fax: 505-841-4590
Kathleen.coates@state.nm.us

For hand deliveries or express mail deliveries, the following address should be used:

New Mexico Developmental Disabilities Planning Council
Attention: Kathy Coates, Chief Procurement Officer

625 Silver Avenue SW, Suite100
Albuquerque, New Mexico 87102

Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Offerors may contact ONLY the Chief Procurement Officer regarding the procurement. Other State employees do not have the authority to respond on behalf of the DDPC.

If the person completing the proposal has a disability that requires a reader, amplifier, sign language interpreter or any other form of auxiliary aid/services to participate in any aspect of this process, they may contact the Chief Procurement Officer listed above at least two weeks prior to the pre-proposal conference and/or proposal submission deadline. The Relay New Mexico Network can be used to contact the Chief Procurement Officer at the number provided above, by dialing 7-1-1 or by calling one of the toll free numbers below:

TTY: 800-659-8331

Voice: 800-659-1779

VCO: (Voice Carry Over): 877-659-4174

Speech-to-Speech: 888-659-3952

Spanish: 800-327-1857

(includes Spanish-to-Spanish and translation from English to Spanish)

http://www.hamiltonrelay.com/state_711_relay/state.html

Definition of Terminology

This section contains definitions and abbreviations that are used throughout this procurement document.

“C.O.B” or **“Close of Business”** means 3:00 PM Mountain Daylight Time.

“Contract” means a written agreement for the procurement of items of tangible personal property or services. This includes purchase, rental, lease and licensing agreements.

“Contract Manager” means the individual designated by the DDPC to monitor and manage all aspects of the contract resulting from this RFP, including directing the work of the Contractor. This person is the DDPC Program Manager.

“Contractor” means a successful Offeror, who enters into a binding contract, who will perform the task(s) outlined in the scope of procurement detailed in this request for proposals.

“DDPC” means New Mexico Developmental Disabilities Planning Council.

“Deliverable” means any measurable, tangible, verifiable outcome, result or item that must be produced to complete a project or part of a project.

“Determination” means the written documentation of a decision by the Chief Procurement Officer, including findings of fact supporting a decision. A determination becomes part of the procurement file.

“DFA/CRB” means the Contract Review Bureau of the Department of Finance and Administration for the State of New Mexico.

“Evaluation Committee” means a body appointed by the DDPC to perform the evaluation of Offeror proposals.

“Evaluation Committee Report” means a report prepared by and the Evaluation Committee for submission to the DDPC for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Factor” means a section of the RFP that requires a response.

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

“Mandatory” means that the terms “must”, “shall”, “will”, “is required”, or “are required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” means an agency or organization “offering” their services by submitting a proposal.

“Performance Measure” means a unit of evaluation specified by the state that enables performance to be determined.

“Procurement Code” means the law that governs the process of procurement for the State of New Mexico.

“Procurement Code Regulations” means General Services (GSD) Rule 1NMAC 5.2.

“Chief Procurement Officer” means the person or designee authorized by the DDPC to manage or administer the procurement, requiring evaluation of competitive seals proposals. The only designated person from whom the Offeror may receive RFP information during the process of submission and selection of a proposal.

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

“RFP” means Request for Proposals.

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

“Responsive Offer” or “Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the Request for Proposals. Material aspects of a Request for Proposals include, but are not limited to price, quality, quantity or delivery requirements.

“State Purchasing Division” or “SPD” means the purchasing division of the General Services for the State of New Mexico.

“Subcontractor” means a person or business which has a contract (as an "independent contractor" and not an employee) with a contractor to provide some portion of the treatment guardian services which the contractor has agreed to perform.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events as well as the conditions governing the procurement.

A. Sequence of Events

The Chief Procurement Officer will make every effort to adhere to the following schedule. The following schedule will be followed as closely as possible in the procurement of the services described in this RFP. The DDPC reserves the right to revise this schedule without the need for formal amendment. Offerors will be notified, in advance, in the event a schedule revision is required. (Times listed are Mountain Time)

	Action	Responsibility	Date
1.	Issuance RFP	DDPC	April 11, 2016
2.	Deadline to Submit Acknowledgement of Receipt Form	Potential Offerors	April 8, 2016
3.	Pre-proposal Conference	Potential Offerors	N/A
4.	Deadline to Submit Additional Questions	Potential Offerors	April 25, 2016
5.	Response to Questions/RFP Amendments	DDPC	April 27, 2016
6.	Submission of Proposal	Offerors	May 6, 2016
7.	Proposal Evaluation	Evaluation Committee	May 13, 2016
8.	Selection of Finalists	Evaluation Committee	May 13, 2016
9.	Best and Final Offers from Finalists	Offerors	May 15, 2016
10.	Finalize Contractual Agreements	Offeror	June 24, 2016
11.	Protest Deadline (15 days)	Offerors	May 14 – May 23, 2016
12.	Effective Date of Contract	DFA/CRB	July 1, 2016

*Dates subject to change based on number of responses to evaluate.

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

1. **Issue of RFP**

This RFP is being issued by DDPC. Potential Offerors may obtain a copy of the RFP from the Chief Procurement Officer.

2. **Deadline to Submit Acknowledgement of Receipt Form**

Potential Offerors must hand deliver or return by facsimile, or by registered or certified mail to the Chief Procurement Officer the “Acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (Appendix A) in order to have their organization placed on the procurement distribution list. This form must be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer by close of business on date referenced in the “Sequence of Events” timeline.

3. **Pre-Proposal Conference**

A Pre-proposal Conference will not be held.

4. **Deadline to Submit Additional Written Questions**

Potential Offerors may submit written questions as to the intent or clarity of this RFP until the date referenced in the “Sequence of Events.” All written questions must be addressed to the Chief Procurement Officer. Questions shall be clearly labeled and shall cite the Sections in the RFP or other document which form the basis of the question.

5. **Response to Written Questions/RFP Amendments**

Written responses to written questions will be distributed on or about the date referenced in “Sequence of Events” to all potential Offerors whose organization name appears on the procurement distribution list. DDPC shall make every effort to meet this timeline or provide answers as close to the deadline as possible.

6. **Submission of Proposal**

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON May 6, 2016. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each submission. Proposals must be addressed and delivered to the attention of the Chief Procurement Officer at the address listed in Section I, Letter E. Proposals must be **sealed and labeled** on the outside of the package to clearly indicate that they are in response to

the DDPC Request for Proposals. Proposals submitted by facsimile or other electronic media will not be accepted. **A failure to follow these directions may result in the immediate disqualification of the submitted proposal.**

A public log will be kept of the names of all Offeror organizations that submit proposals. Pursuant to Section 13.1.116 NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors or to the public prior to contract award.

7. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by the DDPC Program Committee. This process will take place between dates referenced in “Sequence of Events.” During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, although proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select the finalist Offerors, and the Chief Procurement Officer will notify the finalist Offerors, on the date referenced in “Sequence of Events” timeline. Only finalists will be invited to participate in the subsequent steps of procurement.

9. Best and Final Offerors from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by the date referenced in the “Sequence of Events” timeline. Best and final offers may be clarified, if solicited by the Chief Procurement Officer and amended by agreement of Offeror and Chief Procurement Officer.

10. Award and Finalize Contract

The contract shall be awarded to the Offeror whose proposal is most advantageous taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

The contract will be finalized with the most advantageous Offeror on the date referenced on the “Sequence of Events” timeline. In the event that mutually agreeable terms cannot be reached within the time specified, the DDPC reserves the right to finalize a contract with the next most advantageous Offeror, without undertaking a new procurement process or cancelling the award.

11. Effective Date of Contract Award

The award is subject to appropriate State approvals. Following the review of the Evaluation Committee Report and the recommendation of DDPC’s management and approval, DFA will approve the contract on or before the date referenced in the “Sequence of Events” timeline. This date is subject to change at the discretion of the DDPC.

12. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at close of business on date referenced in the “Sequence of Events” timeline. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest, including appropriate supporting exhibits and it must specify the ruling requested from the Chief Procurement Officer. The protest must be delivered to the Chief Procurement Officer:

Kathy Coates
Chief Procurement Officer
Phone: 505-841-4554
Fax: 505-841-4590
Kathleen.coates@state.nm.us

US MAIL, HAND DELIVER OR EXPRESS MAIL:

New Mexico Developmental Disabilities Counsel
Office of Guardianship
Attn: Kathy Coates, Chief Procurement Officer
625 Silver Avenue SW, Suite 100
Albuquerque, NM 87102

Protests received after the deadline or not in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations will not be accepted.

C. General Requirements

This procurement will be conducted in accordance with the State Purchasing Agent’s procurement regulations, 1.4.1 NMAC, et. seq.

1. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with DDPC. DDPC will make contract payments to only the prime contractor.

4. Subcontractors

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “Confidential” subject to the following requirements.

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. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act [57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

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

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc. of any equipment, software or services until a valid written contract is awarded and approved by the appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

The DDPC requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Chief Procurement Officer.

13. Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

Should an Offeror object to any of the DDPC terms and conditions, as contained in this Section or in Appendix E, that Offeror must propose specific alternative language in writing. The DDPC may or may not accept the alternative language. Offerors agree that requested language must be agreed to in writing by the DDPC to be included in the contract. If any requested alternative language submitted is not so accepted by the DDPC, the attached sample contract with appropriately accepted amendments shall become the contract between the parties. General references to the Offeror’s terms and conditions or attempts at complete substitutions are not acceptable to the DDPC and will result in disqualification of the Offeror’s proposal.

16. Offeror’s Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions, which they propose to have included in a contract negotiated with the DDPC.

17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the DDPC and the selected Offeror and shall not be deemed an opportunity to amend the Offeror’s proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

The DDPC reserves the right to request a change in contractor representatives, if the assigned representatives are not, in the opinion of the DDPC, meeting its needs adequately.

21. Notice

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-99, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.

22. Right to Publish

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

23. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the DDPC and the State of New Mexico.

24. Confidentiality

Any confidential information provided to or developed by the contractor in the performance of the contract resulting from the 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 DDPC.

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

25. 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.

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by DDPC, the version maintained by DDPC shall govern.

27. New Mexico Employees Health Coverage

The Offeror must agree with the terms of the New Mexico Employees Health Coverage Form (Appendix G) and submit a signed form with the submittal of their proposal.

28. New Mexico Business Preference

As a desirable specification of this RFP, Offerors will be awarded points if their business is authorized to do business in New Mexico as defined in Section 13-1-22 NMSA 1978. To be awarded the points, Offerors must include a copy of their preference certificate. Five percent of total evaluation points will be awarded as part of the Additional Factors.

29. New Mexico Resident Veteran Preference

As a desirable specification of this RFP, Offerors will be awarded points if they are a resident veteran business heir business is authorized to do business in New Mexico as defined in Sections 13-1-21 and 13-1-22 NMSA 1978. To be awarded the points, Offerors must include a copy of their preference certificate and a completed Resident Veterans Preference Certification (Appendix J). Ten percent of total evaluation points will be awarded as part of the Additional Factors.

The Resident Veteran's preference is separate from the Resident Business preference, and is not cumulative with the resident business preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

30. Campaign Contribution Disclosure Form

Offeror must complete and sign the Appendix H, Campaign Contribution Disclosure Form whether any applicable contribution has been made or not. This form must be submitted with each proposal whether an applicable contribution has been made or not.

31. Suspension and Debarment Form

The Offeror must complete the certification form in Appendix I to certify compliance with Federal regulations relating to suspension and debarment.

32. Lobbying

No Federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than deferral appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this Federal contract, grant, loan or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” (<http://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>) in accordance with its instructions).

III. RESPONSE FORMAT AND ORGANIZATION

Failure to conform to format organization may lead to disqualification of any submitted proposal.

A. Number of Responses

Offerors shall submit only one (1) proposal.

B. Number of Copies

Offerors must submit one (1) original hardcopy proposal plus five (5) complete and identical photocopies for a total of six (6) copies. The original proposal must contain original signatures and be marked “original.” The hardcopy submission must also include a scanned electronic copy of the complete proposal. The electronic submission may be on a disk enclosed in a protective casing or on a flash-drive. Proposals must be submitted to the location specified in Section I, Letter E on or before the closing date and time for receipt of proposals. The Offeror shall not distribute the proposal to any entity not specified in this RFP.

C. Proposal Format

All proposals must be typewritten on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.), paginated and placed within secure binders with tabs delineating each section, using the structure noted in Section III, Letter D. The pages should have a one inch margin and font size should be no smaller than Times New Roman 12. The outside of each binder must identify the Offeror and specify that the offer is in response to the PROPOSAL NAME AND RFP#. A failure to follow these instructions may result in the immediate disqualification of the submitted proposal.

D. Proposal Organization

The Proposal must be organized, tabbed, paginated and labeled/indexed in the Table of Contents in the following format and must contain, at a minimum, all listed items in the sequence indicated. (Every item that appears in bold below is to have a separate tab and be listed in the Table of Contents with a corresponding page number.)

- **Signed Letter of Transmittal (Section III, Letter E)**
- **Cover Sheet Form (Section III, Letter F, See Appendix C)**
- **Table of Contents (Section III, Letter G)**
- **Proposal Summary (Optional; Section III, Letter H)**
- **Response to Mandatory Specifications (Section III, Letter I and Section IV)**
 - **Factor I: Organizational Experience and Performance**

- **Factor II: Other Administrative Responsibilities**
- **Factor III: Quality Assurance and Program Integrity**
- **Factor IV: Cost Proposal Budget**
- **New Mexico Employees Health Coverage Form (If applicable; Appendix G)**
- **Campaign Contribution Disclosure Form (Appendix H)**
- **Suspension and Debarment Form (Appendix I)**
- **New Mexico Business Preference Certificate (Section II, Letter C, Number 28)**
- **New Mexico Veteran Business Preference (Section II, Letter C, Number 29)**
- **Response to DDPC Terms and Conditions (Section III, Letter J)**
- **Other Supporting Documentation**

All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. The Section and Letter references next to each item listed above, point Offerors to where forms and information on the related topic area can be found in this RFP.

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

The Proposal Summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal. However, this material will not be used in the evaluation process, unless specifically referenced within the Response to Mandatory Specifications.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix, under the heading “Other Supporting Documentation.” Each item in this section should be noted in the table of contents with corresponding pagination; each item appearing in this section should be preceded by a brief descriptive narrative.

E. Letter of Transmittal

Each proposal **MUST** be accompanied by a Letter of Transmittal. The Letter of Transmittal **MUST** include:

- a. Identity of the submitting organization;
- b. The name, title, telephone, fax numbers and email address of the person authorized by the organization to contractually obligate the organization;
- c. The name, title, telephone, fax numbers and email address of the person authorized to negotiate the contract on behalf of the organization;
- d. The names, titles, telephone, fax numbers and email addresses of persons to be contacted for clarification;

- e. Explicitly indicate acceptance of the Conditions Governing and Procurement stated in Section II, Letter C, Number 1;
- f. Acknowledge receipt of this RFP and any and all amendments to this RFP;
- g. Be signed by the person authorized to contractually obligate the organization;

F. Cover Sheet Form

The Cover Sheet Form can be found in Appendix C. A signed and completed form must be included with the Offeror's response.

G. Table of Contents

The Table of Contents must contain a list of all sections of the proposal following the format described in Section III, Letter D; it must also list the corresponding page numbers.

Likewise, any supplementary material provided in the Appendices is to be noted in the Table of Contents with corresponding pagination.

H. Proposal Summary

The proposal summary must be five (5) pages or less and shall provide an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful Offeror's selection.

I. Response to Mandatory Specifications

The mandatory specifications may be found in Section IV of the RFP. This section contains information required in the submission of proposals, Offerors **MUST** respond in the form of a thorough narrative to **EACH** numbered requirement in the order in which they appear in this section. The Offeror **MUST** identify the factor number being answered followed by its response to that question and include as part of the factor response any requested forms and documentation.

J. Response to DDPC's Terms and Conditions

The Offeror shall explicitly indicate acceptance of the General Requirements and the Contract Terms and Conditions set forth in Sample Contract as provided in Section II, Letter C, Numbers 15-17. Should the Offeror object to any of DDPC's terms and conditions, as contained in Appendix E; the Offeror must propose specific alternate language. The Offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

K. Offeror's Additional Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the DDPC or explicitly state that they have no additional terms.

IV. MANDATORY SPECIFICATIONS

All Offerors must be in good standing with the State of New Mexico. Failure to respond to numbered Mandatory Requirements will result in the disqualification of the proposal as non-responsive.

A. INFORMATION**1. Funding Sources.**

Funding for all contracts related to this RFP will be from DDPC State appropriation funds within the first fiscal year of the contract date July 1, 2016 to June 30, 2017.

2. Copyright and Ownership of DDPC Project Documents, Products, Resources and Materials.

All materials developed or acquired by the entity awarded a contract under this RFP shall become the property of the State of New Mexico and shall be delivered in both printed and electronic formats, no later than thirty (30) days after the termination date of the contract.

3. Council Resources.

The DDPC will provide a contract manager to work with and coordinate with the contractor for the term of the contract.

B. INSTRUCTIONS FOR SUBMITTING RESPONSES TO FACTORS I, II III AND IV FOR ALL SERVICES

All Offerors are required to respond to each of the numbered mandatory requirements in Section C below in narrative form. The proposal should be as concise as possible, but must include specifics that address EACH of the requirements, outcomes, activities and timelines detailed in this RFP Section. Offerors must number their responses to correspond with each numbered mandatory factor item. The narratives along with required attachments will be evaluated and awarded points accordingly.

In summary, the response to Factor 1 should describe the Offerors experience and expertise in providing treatment guardian services to incapacitated adults; provide

information on the organization's financial soundness; and reflect the Offeror's ability to function as a partner to DDPC.

C. FACTORS I, II, III and IV:

Note: Length---Proposals shall not exceed 20 pages total. (Resumes and appendices are not included in these 20 pages.)

FACTOR I. Organizational Experience and Performance

All Offerors must respond to this Factor in narrative form, as it relates to their entire agency or organization, using a numbered format.

All Offerors Must:

1. Describe their:
 - a. Mission
 - b. Goals
 - c. Values
2. Include the organizational chart of the entire agency. Identify and include an explanation of the functions of staff pertaining to the execution of the scope of work detailed in this RFP.
3. Include names, job titles, job descriptions and qualifications of all treatment guardian coordinators who will be responsible for completing work related to treatment guardian services outlined in this RFP.
4. Include copies of resumes and appropriate professional certifications.
5. Describe how your agency will ensure that treatment guardian coordinators assigned to incapacitated individuals possess sufficient current knowledge of incapacitating disabilities, including but not limited to developmental disabilities and mental health disabilities, and the resources available to incapacitated individuals, the ability to meet the requirements of this Scope of Work, as well as the ability to comply with applicable State and Federal regulations.
6. Describe the contractor's experience and success in working with similar populations.
7. Identify the geographic area that your agency currently serves, and describe your capacity to provide services outside of that geographic area.
8. Include evidence of compliance with previous contract requirements including contracts related to similar services. This may include, but it not limited to, documents issued by parties

contracting your agency to provide services which declare your agency to be in compliance with contract requirements, or letters identifying your agency's responsiveness to corrective action plans, timely submission of reports or any other third-party documentation of compliance with contracts.

9. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five (5) years, any substantiated complaints against your agency within the last (5) years, or any current investigation of the Offeror, its parent, affiliates or subsidiaries, which may have bearing on the operation of the organization and the program detailed in the scope of work. Include a brief description of each item listed.
10. Include a signed copy of the "Statement of Assurances Form." Behind this form, include the documents requested in Appendix D, and include corresponding sections and pagination in the Table of Contents. With respect to Item B, Financial Status, the Offeror shall provide the company's most recently audited financial report, as well as those for the preceding three (3) years. Include the independent auditor's summary findings for each report. In addition, the Offeror is to provide the two most recent internally prepared quarterly financial statements with preparation dates indicated. For all of the noted financial reports, include a notation of which financial audits were from an external vs. internal reviewer and precede each report with a brief descriptor to distinguish each statement. Financial reports must be of the entity, branch, business, or subsidiary that will actually conduct the work of the contract.
11. Provide three (3) letters of references from clients, who have received similar services to those proposed for this contract, especially those services in the public sector that have occurred within the past five (5) years. Each letter of reference must include the name of the client, current address, telephone number, email address, relationship to the Offeror and the date and description of the services provided. Reference letters can be submitted in a separate appendix, but contact information shall be included as part of the response to this factor.

FACTOR II. Other Administrative Responsibilities

All Offerors must:

12. Describe your agency's capacity to comply with all reporting requirements under the contract and to coordinate, as necessary, with DDPC.
13. Describe your agency's capacity to attend and participate in DDPC meetings, other meetings and *ad hoc* conference calls as requested by DDPC and to provide input on issues as requested.
14. Describe your agency's capacity to participate in audit activities as requested.
15. Describe the Offeror's internal compliance program.
16. Describe your agency's capacity to be responsive and respond in a timely manner to the DDPC.
17. Describe your agency's capacity to ensure that detailed records indicating contracts with participants will be maintained and available for inspection by DDPC, DFA and the State Auditor. DDPC has the right to audit billing and payments and to contest billing or portions thereof. Payment paid pursuant to a contract with the Offeror shall not forfeit the right of DDPC to recover excessive payments or those billed illegally by the Offeror.
18. Describe your agency's capacity to ensure that any confidential information provided in the performance of the scope of work detailed in this RFP shall not be made available to any individual or organization without prior written approval by DDPC.
19. Describe your agency's capacity to submit to DDPC quarterly reports to include but not be limited to demographic and statistical information.
20. Describe your agency's capacity to submit other reports to DDPC as requested.
21. Describe your agency's capacity to bill DDPC on a monthly basis only for those individuals who have been assigned to the Contractor by court-appointment.

FACTOR III. Quality Assurance and Program Integrity

All Offerors must:

22. Describe your agency's quality of service, and describe your agency's capacity to maintain or improve upon that quality of service.
23. Describe your agency's capacity to abide by all Federal and State laws, rules, regulations and executive order of the Governor of the State of New Mexico that pertain to equal opportunity. Pursuant to

all such laws, rules, regulations and executive orders, the Offeror must assure DDPC that no New Mexico citizen shall be denied the benefit of any activity performed under a contract awarded based on this RFP or be otherwise subjected to discrimination on the grounds of race, color, national origin, gender, sexual orientation, age, disability or religion.

24. Describe your agency's capacity to comply with all applicable New Mexico Regulations, including DDPC, rules, regulations and policies.
25. Describe your agency's capacity to comply with the New Mexico DDPC Program Definitions as they pertain to the services provided under the contract.

FACTOR IV. COST PROPOSAL BUDGET (See Appendix K)

26. How many protected persons do you currently provide court-ordered treatment guardianship services for?
27. What is your total capacity for treatment guardianship services (number of certified guardians multiplied by allowed number of clients (30) per guardian)?
28. How many protected persons do you propose to provide treatment services for under this contract?
29. If there is a difference between the number of protected persons you propose to provide services for and your total capacity, please explain.
30. Under contracts awarded pursuant to this RFP, the DDPC Office of Guardianship will pay a monthly amount per protected person as the budget allows. Using \$75 per protected person for proposed service load from IV.28, determine the total annual contract amount you are applying for, and enter that amount in the "amount requested" line on the cover sheet to this proposal.

V. EVALUATION

A. EVALUATION OF PROPOSALS

1. DDPC will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals shall be reviewed for compliance with the mandatory requirements as stated within the RFP. Proposals deemed non-responsive, missing key elements or received after the deadline shall be eliminated

- from further consideration and a letter will be generated to the Offeror, stating the reason for elimination.
2. The Chief Procurement Officer may contact the Offeror for clarification of the response, as noted in Section II.
 3. The DDPC Program Committee will be the Evaluation Committee, which shall evaluate each responsive proposal on the basis of its technical merit. DDPC reserves the right to use technical advisors in this process.
 4. The Evaluation Committee may use other sources of information to perform the evaluation.
 5. Responsive proposal will be evaluated based on the responses to the Factors set forth in Section IV, Letter C, which have been assigned maximum point values, respectively. These point values are summarized below in Section V, Letter B.
 6. Please note that a serious deficiency in the response to any one factor not including required documents in the proposal listed in Section III, Letter D may be used for deeming the proposal non-responsive, thereby resulting in its immediate rejection.
 7. The responsive Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. Finalist Offerors, who are asked, or choose to submit a revised proposal for the purpose of obtaining best and final offers will have their points recalculated accordingly.
 8. The responsive Offeror whose proposal is most advantageous to the DDPC, taking into consideration the Evaluation Factors in Section IV, will be offered the contract award.
 9. New Mexico Business Preference: As a desirable specification of this RFP, Offerors will be awarded points if their business is authorized to do business in New Mexico as defined in Section 13-1-22 NMSA 1978. To be awarded the points, Offerors must include a copy of their preference certificate as noted in Section III, Letter D of this RFP. The Taxation and Revenue Department (TRD) issues a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years to renew their certificate.
 10. New Mexico Resident Veteran Preference: As a desirable specification of this RFP, Offerors will be awarded points in accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 as follows:
 - a. Resident veterans businesses with annual revenues of \$1M or less are to receive a 10% preference on their bids and proposals.
 - b. Resident veterans businesses with annual revenues of more than \$1M but less than \$5M are to received an 8% preference on their bids and proposals.
 - c. Resident veterans businesses with annual revenues of more than \$5M are to receive a 7% preference on their bids and proposals.

Offerer must complete and submit attached “Resident Veterans Preference Certification” (Appendix J) with its proposal.

The Taxations and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years to renew their certificate. Points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate. The Resident Veteran's preference is separate from the Resident Business preference, and is not cumulative with the resident business preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

B. EVALUATION POINT SUMMARY

The following is a summary of Section IV specification, identifying points assigned to each factor. The weighed factors will be used in the evaluation of Offeror proposals.

Any New Mexico Business Preference or Resident Veteran's Preference points will be awarded based on Offerors ability to provide a copy of a current Resident Business Certificate or Resident Veteran Certificate. The Resident Veteran's preference is separate from the Resident Business preference, and is not cumulative with the resident business preference. However, veteran businesses will still receive the in state preference once the veteran's preference cap is exceeded.

FACTOR	POINTS
FACTOR I. Organizational Experience and Performance	30
FACTOR II. Other Administrative Responsibilities	20
FACTOR III. Quality Assurance and Program Integrity	30
FACTOR IV. Cost Proposal Budget	<u>20</u>
<u>TOTAL POINTS</u>	100
ADDITIONAL FACTORS	
New Mexico Business Preference (5 Points)	5
New Mexico Veteran Business Preference (up to 10 Points)	10
TOTAL HIGHEST POSSIBLE POINTS	<u>110</u>

Appendix
(A-J)

US MAIL, HAND DELIVER OR

New Mexico Developmental Disabilities Council

Attn: Kathy Coates, Chief Procurement Officer

625 Silver Avenue SW, Suite 100

Albuquerque, New Mexico 87102

EXPRESS MAIL:

FAX:

505-505-841-4590

**APPENDIX B
INTENT TO SUBMIT FORM**

This form is not required, but is strongly recommended.

PLEASE PRINT

This agency intends to submit a proposal to provide the New Mexico Developmental Disabilities Planning Council services for the FY17 contract year.

Agency _____

Address _____

City _____ County _____ Zip _____

Print Contact
Name _____

Telephone _____ Fax _____ e-mail _____

Signature _____

Date _____

Fax or Email Completed Copy of this Form to:

Developmental Disabilities Planning Council
Kathy Coates, Chief Procurement Officer
Kathleen.coates@state.nm.us
Fax: 505-841-4520

APPENDIX C
COVER SHEET FORM
(Required)

PLEASE PRINT

Offeror
(Agency) _____

Address _____

City _____ County _____ Zip _____

Tax ID Number _____

Contractor:

Financial Officer:

Name _____ Name _____

Title _____ Title _____

Address _____ Address _____

Telephone _____ Telephone _____

Contact person for proposal, if different than Contractor:

Name _____ Title _____

Funding Request for State Fiscal Year 2017: Total

\$ _____

(July 1, 2016 through June 30, 2017)

The Offeror certifies that, to the best of her/her knowledge and belief, the data in this proposal are true and correct.

Print _____

Signature _____

Name of Authorized Official (Board Chairperson or designee)

Date _____

Telephone _____

APPENDIX D
STATEMENT OF ASSURANCE FORM
(Required)

This form must be completed and signed by the Offeror and required documentation **must be returned with the proposal. This form and requested documentation in A-J must be provided as part of the response to Factor 1.**

- a. Corporate/Non-Profit Organization documents (as applicable)
 - i. Agency article of incorporation, as approved by the New Mexico Public Relation Commission (if applicable)
 - ii. Agency by-laws (if applicable)
 - iii. Annual corporate report, as filed with the New Mexico Public Regulation Commission (if applicable)
- b. Financial Status
 - i. Current Fiscal report (if applicable- i.e. profit/loss statement, quarterly reports, etc.)
 - ii. Audited financial statements for the three most current years, including the independent auditor's summary of findings (if applicable – management letter)
 - iii. Two most recent internally prepared quarterly financial statements.
 - iv. Proof of registration with the New Mexico Taxation and Revenue Department for the payment of gross receipts tax; or proof of grant of an exception from payment of federal income tax pursuant to the Internal Revenue Code of 1954, 26USC Section 501 (C) (3) (Required)
- c. Board of Directors documents (Required – whichever is applicable)
 - i. A complete list of all current members of the agency's board of directors, including name and title; address; date and term on board; and occupation
 - ii. If no board of directors, please describe the governance structure.
- d. Statement of Compliance Agreement with all Federal and State legal regulations.
- e. Proof of Professional Liability Insurance
- f. Proof of Surety Bond
- g. Pay Equity Reporting Form PE10-249 or PE-250, or certification that your organization or company is exempt from equity reporting.

I certify that the information provided throughout this proposal to the DDPC is true and correct and I fully assure compliance with all the requirements cited above.

Authorized Signature of Agency

Date

Title

APPENDIX E
SAMPLE CONTRACT
STATE OF NEW MEXICO

NEW MEXICO DEVELOPMENTAL DISABILITIES PLANNING COUNCIL
OFFICE OF GUARDIANSHIP
PROFESSIONAL SERVICES CONTRACT # **17-647-P737-**_____

APPENDIX F

Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160-504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the DDPC under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

The disclosures DDPC will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.

Any disclosures by Contractor of the individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.

After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individuals protected health information to the DDPC. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.

Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the DDPC privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the DDPC privacy office.

Contractor agrees to bind their agents and subcontractors to the terms of this agreement.

Contractor understands an individual has the right to inspect and request changes to the protected health information to the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

This agreement is effective on June 1, 2013 and shall terminate on June 30, 2016.

APPENDIX G
NEW MEXICO EMPLOYEES HEALTH COVERAGE FORM

New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date: _____

APPENDIX H 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, as family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollar (\$250) 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 HAD 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 federal, statewide or local office. “Campaign Contribution” include 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: _____

Amounts (s) of Contributions(s) _____

Nature of Contributions (s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title

--OR--

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

Signature

Date

Title (Position)

Contractor

**APPENDIX I
SUSPENSION AND DEBARMENT**

A. Consistent with either 7 C.F.R Part 3017 or 45 C.F.R. Part 76, as applicable and as a separate and independent requirement of this Professional Services Contract the Contractor certifies by signing this PSC, that it and its principals, to the best of its knowledge and belief (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three year period preceding the effective date of this PSC, been convicted of or had a civil judgment rendered against them for; commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health programs pursuant to Title XI of the Social Security Act, 42 U.S.C § 1320a-7.

B. The Contractor’s certification in paragraph A above is a material representation of fact upon which the SSPC relied when this PSC was entered into by the parties. The Contractor’s certification in Paragraph A, above, shall be continuing term or condition of this PSC. As such at all times during the performance of this PSC, the Contractor must be capable of making the certification required in Paragraph A, above, as of on the date of making such new certification the Contractor was then executing this PSC for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

- (1) The Contractor shall provide immediate written notice to the DDPC’s Program Manager if, at any time during the term of this PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances.
- (2) If it is later determined that the Contractor’s certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the DDPC, the DDPC may terminate the PSC.

OFFEROR: _____

SIGNED BY: _____

TITLE: _____ DATE: _____

APPENDIX J**RESIDENT VETERAN PREFERENCE CERTIFICATION: TO BE SUBMITTED IN CONJUNCTION WITH A TAX AND REVENUE VETERAN BUSINESS CERTIFICATE**

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

Please check one box only

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

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

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

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

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

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

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

BUDGET FORM
(The Contractor's internal budget)

Proposed Budget Form	
Line Items:	Compensation
Payroll Costs	\$
Employee Health Insurance Costs	\$
Contract Compliance Costs	\$
Insurances	\$
Travel Costs	\$
Office Space Costs	\$
Supplies and Materials Costs	\$
Utilities	\$
Telecommunications	\$
Other (please explain)	\$
Total Costs per Year*	\$

*Please state costs total for fiscal year 2017 (ending June 30, 2017)

STATE OF NEW MEXICO

(NAME OF AGENCY)

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **NAME OF AGENCY**, hereinafter referred to as the “Agency,” and **NAME OF CONTRACTOR**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

A. Definitions. For purposes of this Agreement,

- (1) “Agreement” means this Professional Services Contract;
- (2) “Contractor” means the person (entity or individual) contracting with Agency to provide mental health treatment guardianship services pursuant to this Agreement;
- (3) “Mental health care professional” means a physician or other professional who by training or experience is qualified to work with persons with a mental disorder or developmental disability;
- (4) “Office of Guardianship” means Agency’s statutory program that provides for the recruitment and training of persons interested and willing to serve as mental health treatment guardians;
- (5) “Protected Person” or “Client” means any individual who is requesting or receiving mental health services and to whom Contractor provides treatment guardianship services pursuant to this Agreement; and
- (6) “Treatment Guardian” means the individual treatment guardian serving the Protected Person as an employee or independent contractor with Contractor. If Contractor does not employ or contract with individual treatment guardians, then “Contractor” and “Treatment Guardian” are one and the same.

B. Treatment guardianship services shall be provided in accordance with the terms of this Agreement and the following legal authority and practices, including but not limited to:

- (1) the Mental Health and Developmental Disabilities Code (NMSA 1978, §§ 43-1-1 to -25);
- (2) the Mental Health Care Treatment Decisions Act (NMSA 1978, §§ 24-7B-1 to -16);
- (3) the Uniform Health-Care Decisions Act (NMSA 1978, §§ 24-7A-1 to -18);
- (4) the Adult Protective Services Act (NMSA 1978, §§ 27-7-1 to -31);
- (5) the Office of Guardianship Act (NMSA 1978, §§ 28-16B-1 to -6);
- (6) the Office of Guardianship rules (9.4.21 NMAC); and
- (7) the National Alliance on Mental Illness (NAMI) treatment guardian training.

C. Contractor shall administer a program that provides mental health treatment guardianship to individuals diagnosed by a licensed mental health care professional as having a mental health condition. Contractor shall promote effective and responsible mental health treatment guardianships and facilitate publicly-funded mental health treatment guardianship appointments in areas as determined jointly by Agency and Contractor. Upon appointment by a court, Contractor shall provide Treatment Guardians to individuals in either an inpatient or outpatient setting. A court may appoint Contractor as the primary Treatment Guardian (decision-maker) for a Protected Person and may also appoint another person as an alternate treatment guardian. The Contractor shall train persons to be treatment guardians.

D. Certification and Criminal History Screening Requirements.

(1) Contractor shall employ or contract with competent Treatment Guardians as determined by education, experience and competence to perform the contracted services, including training by the National Alliance on Mental Illness (NAMI) or other qualified treatment guardian entities.

(2) Within ten (10) days after hiring or contracting with a Treatment Guardian, Contractor shall provide Agency with the employee or contractor's name and date of hire or contract. At the same time, Contractor shall provide Agency a statement verifying the Treatment Guardian's training.

(3) Contractor and its Treatment Guardians shall comply with the Caregivers Criminal History Screening Act (NMSA 1978, § 29-17-5) and the Caregivers Criminal History Screening Requirements (7.1.9 NMAC). Within ten (10) days after the date of hire or contract, the Treatment Guardian shall submit a request for screening to the New Mexico Department of Health (NMDOH). No Treatment Guardian shall perform any direct services under this Agreement until they have received a Notification of Clearance from the NMDOH. Contractor shall provide Agency with the Notification of Clearance for each Treatment Guardian within five (5) days of receipt. Contractor shall not employ or contract with any person who has been excluded from the Medicare or Medicaid Programs.

E. When appointed by a court to make substitute decisions for a Protected Person, a Treatment Guardian:

- (1) shall make mental health care decisions on behalf of Protected Person:
 - (a) if the treatment appears to be in Protected Person's best interest and is the least drastic means for accomplishing the treatment objective;
 - (b) after consulting with Protected Person and considering Protected Person's expressed opinions, if any;
 - (c) after considering Protected Person's previous decisions in similar circumstances when Protected Person was able to make treatment decisions; and
 - (d) after consulting with the mental health care professional who is proposing treatment, Protected Person's attorney and interested friends, relatives or other agents or guardians to the extent reasonably practicable in making a decision;
- (2) shall communicate all pertinent information to Protected Person, unless reasonably certain that substantial harm will result;
- (3) shall participate in the preparation of, and revisions to, Protected Person's

individualized Treatment Plan, and monitor Protected Person's progress in attaining the goals and objectives;

(4) shall participate in the preparation of Protected Person's Discharge Plan, if any;

(5) may apply to the court for an Enforcement Order for Protected Person who is not a resident of a medical facility and for whom a Treatment Guardian has been appointed, and who refuses to comply with the Treatment Guardian's decision. An Enforcement Order may authorize a peace officer to take Protected Person into custody and transport Protected Person to an evaluation facility, and may authorize the facility to forcibly administer treatment;

(6) shall meet with Protected Person a minimum of two (2) in-person, individual face-to-face visits per month. Each face-to-face visit shall be documented by the signatures of both the Treatment Guardian and Protected Person or their authorized representative. If the Treatment Guardian does not have the minimum twice monthly, in-person, individual face-to-face visits with Protected Person as a result of Protected Person's death, incarceration, residing on tribal land or other reason, Contractor shall immediately notify Agency. Written notifications to Agency shall be by email or fax at the email address or fax number designated in this Agreement's Paragraph 25 (Notices);

(7) shall prepare and maintain a list of available housing and services resources and, if needed, provide to Protected Person;

(8) shall maintain detailed records of all contacts with Protected Person, family members and mental health care professionals regarding Protected Person's affect, treatment and other pertinent information; and

(9) shall search custody lists of New Mexico correctional facilities if the Treatment Guardian cannot contact or locate Protected Person, and contact the facility having custody of Protected Person.

F. Contractor shall oversee all Treatment Guardians whose services are provided pursuant to this Agreement. Contractor shall ensure that each Protected Person's case file contains all relevant information about that Protected Person, including, but not limited to:

(1) Protected Person's residence;

(2) details of the Treatment Guardian's twice monthly contacts with Protected Person, including dates, times and nature of contacts; and details, if any, of the Treatment Guardian's inability to make contact with Protected Person that month;

(3) Treatment Guardian's opinion as to whether Protected Person is capable of making their own mental health decisions, and whether this opinion has been discussed with appropriate mental health care professionals and/or reported to the court;

(4) process by which Protected Person, family members, caregivers, service providers and others may report problems to the Treatment Guardian;

(5) procedure to allow Protected Person to contact their attorney;

(6) documentation of Protected Person's individualized Treatment Plan and/or Discharge Plan, including any revisions thereto; and

(7) documentation of any complaints received from or on behalf of Protected Person, including any information related to possible conflicts of interest or abuse of authority.

G. No Treatment Guardian shall carry a caseload of more than thirty (30) Protected Persons at any one time, except Treatment Guardians who provide services to Protected Persons

residing at the New Mexico Behavioral Health Institute may carry a caseload of up to thirty-five (35) Protected Persons at any one time. Time is measured from the date of the Treatment Guardian's court appointment until that appointment expires or is terminated.

H. Civil Rights. Contractor shall ensure that Protected Persons' civil and other rights are protected. A Protected Person for whom a Treatment Guardian has been appointed retains all legal and civil rights except those that have been expressly limited by court order. These civil rights include, but are not limited to, all those rights set forth in this Agreement's *Attachment C — Protected Person's Civil Rights*.

I. Partnership with Protected Person.

(1) Contractor shall ensure that any Protected Person receiving services is, to the highest degree possible, involved in the individual planning, decision-making, implementation and evaluation of services being provided.

(2) Contractor shall ensure all services provided are designed to enhance, promote and expand the recovery, independence, self-sufficiency, self-esteem and quality of life of Protected Person being served by the Treatment Guardian.

J. Complaint Procedures.

(1) Contractor shall have written procedures to address and resolve complaints by providing an internal, informal process for the timely resolution of complaints and concerns related to Protected Person and Contractor's operations and services, and for documenting the resolution of disputes, consistent with this Agreement's *Attachment A — Complaint Procedures*. The complaint procedure is subject to review, amendment and approval by Agency. A copy of the complaint procedures form reviewed and signed by Protected Person or authorized representative shall be in Protected Person's case file.

(2) The written procedures shall comply with the requirements of Agency's rules regarding complaints (9.4.21.14 NMAC).

(3) The Treatment Guardian assigned to Protected Person shall be present at any Agency onsite visit to investigate a complaint.

K. Corrective Action Plan. If Contractor fails to meet its performance standards or obligations under this Agreement, Agency has the sole discretion to implement a corrective action plan. Agency shall notify Contractor in writing of the deficiencies leading to the need for a corrective action plan. The requirements regarding corrective action plans are prescribed by this Agreement's *Attachment B — Corrective Action Plan*. If Agency determines that Contractor failed to comply with any statutory obligation, implement a proper internal complaint procedure, implement a corrective action plan or timely address Protected Person's needs, Agency has the right to (1) withhold payment from Contractor, (2) terminate this Agreement, (3) seek reimbursement, damages and attorney fees from Contractor for any Agency action to enforce this Agreement, and/or (4) seek further redress through state and federal law.

L. Onsite Visit/Comprehensive Services Review. Agency may periodically conduct an onsite comprehensive services review to ensure the delivery of quality services consistent with the terms of this Agreement. Agency may conduct both an annual comprehensive

services review and a follow-up review of identified program deficiencies. The services review may include, but not be limited to, an examination of the following:

- (1) Protected Persons are living in clean, safe, normalized conditions that are least restrictive, promote independence and autonomy and are appropriate to their needs;
- (2) Contractor establishes and implements an adequate complaint procedure, accessible to all Protected Persons;
- (3) Protected Persons' rights are adequately safeguarded;
- (4) termination of Protected Person's services is appropriate under the circumstances;
- (5) staff is qualified by education, training and experience to perform the duties of Treatment Guardian;
- (6) Contractor maintains an internal quality assurance mechanism;
- (7) Contractor complies with contract terms and conditions, including maintenance of client files and maximum caseload limitations;
- (8) Contractor maintains adequate billing and accounting records sufficient to verify compliance with this Agreement; and
- (9) All Treatment Guardians shall be available for any Agency onsite visit or comprehensive services review.

M. Insurance. Contractor shall obtain and maintain professional liability insurance in an amount no less than Five Hundred Thousand Dollars (\$500,000). Insurance shall cover acts of misconduct, violations of fiduciary duties and civil and criminal misconduct by Contractor and its Guardianship Coordinators. Insurance shall be obtained through a company licensed to do business in New Mexico and in good standing. The State of New Mexico Developmental Disabilities Planning Council shall be identified as an Additional Insured. Within ten (10) days after the effective date of this Agreement, Contractor shall provide Agency a copy of any insurance policy.

- (1) Fidelity Bond. Contractor shall obtain and maintain a fidelity bond covering each person who handles Protected Person funds or funds under this Agreement, including persons authorizing payment of such funds. Contractor shall submit a copy of the fidelity bond to Agency within ten (10) days after the effective date of this Agreement. Contractor shall provide Agency thirty (30) days written notice of bond cancellation.
- (2) The fidelity bond shall provide for indemnification of losses occasioned by any fraudulent or dishonest act or acts committed by any of Contractor's employees or agents acting alone or in collusion, and (b) the failure of Contractor or its employees or agents to perform faithfully any duty or properly account for all monies and property received or entrusted by Contractor.
- (3) If the total amount of this Agreement is less than One Hundred Thousand Dollars (\$100,000) per year, the minimum fidelity bond shall be Ten Thousand Dollars (\$10,000). If the total Agreement amount is more than One Hundred Thousand Dollars (\$100,000) per year, the fidelity bond shall be in an amount equal to twenty-five percent (25%) of the total Agreement amount. The fidelity bond shall remain in effect for the term of this Agreement plus thirty (30) days.
- (4) The fidelity bond shall include Third Party coverage for the property of Protected Persons. In lieu of a Third Party fidelity bond, Agency reserves the right to require a

financial guarantee (surety) bond naming Agency as Obligee and in an amount to be determined. Agency may waive either of these bond requirements. If Contractor is a sole proprietorship or partnership, the proprietor or partners shall be considered employees or agents under the terms of the fidelity bond. The State of New Mexico Developmental Disabilities Planning Council shall be named as Loss Payee.

N. Outside Auditor. Agency may utilize an outside certified public accountant to audit Contractor's billings and treatment guardianship services funded by Agency. Agency shall provide Contractor two (2) weeks advance written notice of such an audit. All written notifications shall be by email or fax at the email address or fax number designated in this Agreement's Paragraph 25 (Notices). Contractor shall cooperate fully with Agency or certified public accountant's audit.

O. Conflict of Interest. Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its duties and obligations to any Protected Person.

(1) Contractor's Board Members and Other Contractors with Agency. Contractor shall ensure that members of its board of directors have no conflicts of interest with Agency's Office of Guardianship program. Contractor shall notify Agency immediately if a Protected Person is duly elected to its board. To avoid even the appearance of impropriety, no person under contract with the Office of Guardianship (as a guardian, attorney or court visitor), excluding Contractor itself, shall serve on Contractor's board of directors. No state employee whose job functions have a direct impact on the Office of Guardianship shall serve on Contractor's board of directors.

(2) Medicaid Waiver or Department of Health (DOH) Services. Contractor shall not provide services to the same Protected Person under both this Agreement and the Medicaid Waiver program of the New Mexico Department of Health or other similar. If no alternative service provider is available in a particular community, Contractor shall disclose that information in writing and request Agency's permission to provide both services.

P. Education and Outreach.

(1) Contractor shall serve as an educational resource on issues related to the role and duties of treatment guardians, the law and ethical standards governing treatment guardians and the process of identifying and acquiring needed mental health services for adults with mental illness and/or developmental disabilities.

(2) In coordination with institutions of higher education and/or social and legal organizations, Contractor shall conduct treatment guardian outreach activities, recruit treatment guardians and provide education and training for interested persons (e.g., treatment guardians, courts, mental health facilities, attorneys, family members, caregivers, professionals, students).

(3) Agency may request Contractor to participate in Pilot/Demonstration Projects involving mental health treatment guardians, including testing a variety of new practices in seeking improvements in services.

Q. Mandatory Annual Contractors Meeting. There shall be an annual Contractors meeting that Contractor must attend. Contractor and its Treatment Guardians must know and comply

with all information presented at this meeting. Agency will notify Contractor at least thirty (30) days in advance of the meeting date, time and location. Agency may reimburse Contractor at DFA-approved mileage and per diem rates if the required distance traveled exceeds fifty (50) miles one way. Mileage shall be calculated pursuant to www.randmcnally.com.

2. Compensation.

A. Agency shall pay to Contractor in full payment for services satisfactorily performed at the rate of **Seventy-Five Dollars and Zero Cents (\$75.00)** per Protected Person (client), per month, such compensation not to exceed _____ **Dollars and Zero Cents (\$____,00)** excluding gross receipts tax. **The total amount payable to Contractor under this Agreement shall not exceed _____ Dollars and Zero Cents (\$____.00).**

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying Agency when the services provided under this Agreement reach the total compensation amount. In no event will Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Because of the limitation on available funds, Contractor may reserve the right to limit its acceptance of new treatment guardianships.

B. Payment is subject to availability of funds pursuant to Paragraph 5 (Appropriations) set forth below and any negotiations between the parties from year to year pursuant to Paragraph 1 (Scope of Work), and to approval by the DFA. All invoices MUST BE received by Agency no later than five (5) calendar days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Acceptable Invoicing. Contractor may invoice only for assigned services rendered to eligible Protected Persons (Clients) pursuant to court appointment as Treatment Guardians, and after (1) Contractor provides Agency a copy of each completed Request for Treatment Guardianship form within forty-eight (48) hours of its receipt of such Request, and (2) Agency authorizes and assigns such treatment guardianship to Contractor in writing.

D. Contractor shall submit a detailed Invoice Packet for all services performed and expenses incurred. If Agency finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from Contractor that payment is requested, it shall provide Contractor a letter of exception explaining the defect or objection to the services, and outlining steps Contractor may take to provide remedial action. Upon certification by Agency that the services have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

E. Invoice Requirements. Contractor must submit monthly Invoice Packets to Agency's

Chief Financial Officer (CFO), Financial Specialist and assigned Compliance Officer. Faxed Invoice Packets shall be sent to (505) 841-4590.

Mailed Invoices shall be sent to: DDPC Office of Guardianship
 Attention: Financial Specialist
 625 Silver Avenue SW, Suite 100
 Albuquerque New Mexico 87102

Invoice Packets shall include the following:

- (1) "Treatment Guardian Invoice" cover sheet, using Contractor's letterhead, and including:
 - a. Contractor's corporate or individual name (as used in this Agreement);
 - b. Contractor's contact person;
 - c. Contractor's mailing address;
 - d. Contractor's telephone number, fax number and email address;
 - e. invoice number;
 - f. invoice date;
 - g. Contractor's contract number;
 - h. extraordinary costs requested and pre-approved by Agency, e.g., mileage and lodging, photocopies, mailing costs, interpreter services, etc. (attach original receipts or other supporting documentation); and
 - i. verification, with Contractor's printed name, signature and date on any invoice submitted to Agency:
 "I _____ (Contractor's name) certify under penalty of perjury that the foregoing is true and correct. Executed on _____ (date). (Signature)".
- (2) Invoice for services provided, and including three (3) separate rosters specifying individual Protected Persons:
 - a. *current* Protected Persons (Clients): individuals for whom Contractor has a court appointment as Treatment Guardian. For each *current* Protected Person (Client), identify their individual Treatment Guardian and the date of court appointment;
 - b. *newly added* Protected Persons (Clients): individuals for whom Contractor has been appointed as Treatment Guardian by a court during the current month. For each *newly added* Protected Person (Client), identify their individual Treatment Guardian and the date of court appointment; and
 - c. *removed* Protected Persons (Clients): individuals for whom Contractor's court appointment as Treatment Guardian has terminated during the current month.
- (3) Request for Treatment Guardianship form for each new Protected Person (Client) (not previously provided to Agency);
- (4) Order Appointing Treatment Guardian for each new Protected Person (Client) (not previously provided to Agency);
- (5) total unduplicated number of *current* Protected Persons (Clients) served;
- (6) total unduplicated number of *newly added* Protected Persons (Clients) served; and
- (7) total unduplicated number of *removed* Protected Persons (Clients).

F. Extraordinary Costs. Requests for reimbursement of extraordinary costs must be submitted in writing and approved in advance by Agency Executive Director or designee. Agency may reimburse Contractor, subject to available resources, the DFA-approved rates for mileage (calculated at www.randmcnally.com) only when Contractor travels more than

fifty (50) miles in one trip in performance of duties pursuant to this Agreement. This includes payment for the first fifty (50) miles. This is not intended to cover all non-routine situations, but is reserved for extraordinary situations requiring extensive cost (time or money) by the Treatment Guardian to protect the health and safety of the Protected Person. If Agency approves in advance payment for extraordinary costs, Contractor shall invoice these approved extraordinary costs as described in Paragraph (E)(1)(g) above.

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction

by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its

officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

22. Employee Pay Equity Reporting.

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award

but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

23. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. Notices.

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

Legal Notices to the Agency:

Staff Name, Attorney
 Developmental Disabilities Planning Council (DDPC)
 625 Silver Avenue, SW, Suite 100
 Albuquerque, New Mexico 87102
 Phone number: (505) 841-4586
 E-mail:
 Fax number:

Invoices emailed to the Agency must be emailed to:

Chief Financial Officer Kathleen Coates kathleen.coates@state.nm.us and
 Compliance Officer

Invoices mailed to the Agency must be mailed to:

DDPC Office of Guardianship
 Attn: Financial Specialist
 625 Silver Avenue, SW, Suite 100

Albuquerque, New Mexico 87102

Mailing address of Contractor (Required):

Contractor Company's Name
Contact Person
Address
City, State, Zip Code
Phone number:
Email:
Fax number:

Location address of Contractor, where client files are stored: (Required):

Contractor Company's Name
Contact Person
Address
City, State, Zip Code
Phone number:
Email:
Fax number:

26. Authority.

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

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

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

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

By: _____
Taxation and Revenue Department

Date: _____

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____
DFA Contracts Review Bureau

Date: _____

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Attachment A — Complaint Procedures

Contractor shall establish and implement internal written procedures available to all Protected Persons to present complaints relating to Contractor's operations or services. Complaint procedures shall include, at a minimum, the following:

- A. Contractor shall notify Protected Person of the complaint procedures in a language and communication style that they best understand. Annually, Contractor shall review its internal written complaint procedures with Protected Person.
- B. Protected Person shall first try to resolve their complaint through Contractor's internal complaint procedures, except if the Office of Guardianship believes an emergency exists or that a delay could result in harm or retaliation to Protected Person. (9.4.21.14(B) NMAC).
- C. Protected Person shall submit a written complaint to Contractor that describes the specific complaint(s) against Contractor and/or the services provided to Protected Person. The complaint may be written by Protected Person or another person on their behalf including, but not limited to: a friend, relative, advocate, caregiver, provider or other interested person. Contractor shall notify Agency of written complaint.
- D. If Protected Person needs a reasonable accommodation such that they cannot make a written complaint, Protected Person or their representative may inform Contractor of the complaint in another manner.
- E. In an attempt to resolve the complaint, Contractor shall discuss the specific complaint either with Protected Person or their representative, and/or with an impartial person.
- F. Within thirty (30) calendar days after receipt of the complaint, Contractor shall:
 - (1) attempt to reach a written resolution or agreement with Protected Person and, if applicable, the third party complainant;
 - (2) meet in person with Protected Person and, if applicable, the third party complainant (at the request of either Protected Person or Contractor, Agency may attend the meeting as an impartial observer); and
 - (3) document in writing the resolution, or non-resolution of the complaint, signed and dated by all parties to the attempted resolution.
- G. Contractor shall explain the complaint resolution to Protected Person in terms they would best understand, and document this explanation, including date, time and person communicating the explanation to Protected Person.
- H. Contractor shall provide the written complaint resolution to Protected Person and, if applicable, the third party complainant, and maintain a copy in Protected Person's case file. Contractor shall forward the written complaint resolution to Agency within five (5) working days.

I. Contractor shall forward all unresolved complaints to Agency within two (2) working days after the thirty (30) day deadline for complaint resolution.

J. If the complaint cannot be resolved with Contractor, Protected Person or their representative may submit the written complaint to the Office of Guardianship, with a copy provided to Contractor. If Protected Person needs a reasonable accommodation because they cannot make a written complaint, Protected Person or their representative may inform the Office of Guardianship of the complaint in another manner.

K. Protected Person may submit the unresolved complaint to the Office of Guardianship: 625 Silver Avenue Suite 100, Albuquerque, New Mexico 87102; Telephone (505) 841-4519; Fax (505) 841-4590. This complaint should include the following:

- (1) name and contact information of Protected Person (incapacitated person);
- (2) name and contact information for the third party complainant, if any, making the complaint on behalf of Protected Person;
- (3) relationship of the complainant to Protected Person;
- (4) name of individual Treatment Guardian against whom the complaint is being made;
- (5) name(s) of all parties who have attempted to resolve the complaint, if known;
- (6) a summary of the actions taken to attempt resolution of the complaint; and
- (7) details of the complaint including the alleged wrongdoing, the involved parties and when and where the alleged wrongdoing occurred.

L. Agency shall investigate the complaint and issue a determination decision within sixty (60) working days after Agency receives the complaint. Agency's investigation shall be conducted as prescribed by the Guardianship Services rules, 9.4.21.14 NMAC. Contractor shall fully cooperate with Agency to allow Agency to investigate and make a determination regarding any unresolved complaint.

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Attachment B — Corrective Action Plan

- A. If Contractor does not timely and/or adequately resolve Protected Person’s complaint or grievance as prescribed by *Attachment A—Complaint Procedures*, or fails to meet its contractual obligations, Agency may require Contractor to develop and implement a Corrective Action Plan that timely addresses and resolves these deficiencies. Agency shall provide Contractor a Written Notification of Deficiencies.
- B. Contractor shall develop and implement a Corrective Action Plan within thirty (30) calendar days after receipt of Agency’s Written Notification of Deficiencies. The date of this Corrective Action Plan shall be its “implementation date.”
- C. The Corrective Action Plan shall include, at a minimum:
- (1) identification of the deficiencies;
 - (2) specific corrective action steps Contractor shall take to resolve the deficiencies;
 - (3) timeframe necessary to complete each corrective action step;
 - (4) anticipated date of completion of Corrective Action Plan; and
 - (5) names of the persons responsible for each corrective action step.
- D. If Contractor reports in writing to Agency that it has addressed and resolved the identified deficiencies within thirty (30) days after receipt of Agency’s Written Notification of Deficiencies, Agency may conduct a follow-up review to confirm the resolution.
- E. If Contractor cannot address and resolve the identified deficiencies within thirty (30) days after receipt of Agency’s Written Notification of Deficiencies, Contractor shall have an additional sixty (60) calendar days to achieve full compliance with the Corrective Action Plan.
- (1) Starting thirty (30) calendar days after Contractor’s receipt of Agency’s Written Notification of Deficiencies, Agency shall withhold from Contractor’s total monthly contractual payment: (a) 10% of Contractor’s total monthly contractual payment for the first month of noncompliance, and (b) 15% for the second month of noncompliance.
 - (2) Agency’s withholding of payment for any given month shall remain in effect even if Contractor comes into compliance during that month.
- F. Contractor shall provide Agency a written Statement of Compliance with the Corrective Action Plan. Agency shall provide Contractor a written acceptance or rejection of this Statement of Compliance within fifteen (15) calendar days after receipt.
- G. Agency may reallocate monies withheld as a sanction. Contractor shall have neither a claim upon nor opportunity to recoup monies withheld as a sanction.
- H. Upon Agency’s written acceptance of Contractor’s Statement of Compliance and continued compliance with its contractual obligations, Agency shall resume compensation payments as set forth in the guardianship services contract.
- I. If all identified deficiencies in the Corrective Action Plan are not resolved to Agency’s satisfaction within ninety (90) days after the implementation date, Agency may proceed to

terminate the guardianship services contract or take such other action as it deems appropriate.