

*Medical credits?  
180 days - no stuffing credits*

STATE OF NEW MEXICO

NEW MEXICO CORRECTIONS DEPARTMENT

GENERAL SERVICES CONTRACT #16-770-1300-0097

THIS AGREEMENT is made and entered into by and between the State of NEW MEXICO CORRECTIONS DEPARTMENT, hereinafter referred to as the "Agency," and CENTURION CORECTIONAL HEALTHCARE OF NEW MEXICO LLC, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work outlined in the Scope of Work which is hereby incorporated and made part of this Contract as Attachment I.

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily Performed pursuant to the Scope of Work (Attachment I) and as delineated in Budget, which is hereby incorporated and made part of this Contract as Attachment II, such compensation not to exceed forty one million dollars (\$41,000,000.00) during the first year, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed forty one million dollars (\$41,000,000.00) during the first year. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. To the extent that the Agreement is renewed for years two, three and/or four, the compensation for those years is contained in Attachment II: Budget. Additional terms regarding compensation are also contained in Attachment II: Budget.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties pursuant to Paragraph 1, Scope of Work, and to approval by the Agency. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices or documents sent by the Contractor to the Agency regarding Risk Share Amounts owed pursuant to Attachment II: Budget are not subject to the fifteen day after termination of the fiscal year requirement, but the Contractor will provide the Agency with written notice of the calculation of risk share amounts owed within thirty (30) days of its calculation of the amounts owed.

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

postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Security Clearances and Background Checks:**

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

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

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

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

**4. Cooperation with NMCD Investigations:**

In addition to the foregoing, the Contractor must furnish all information and reports required by, or pursuant to, the rules, regulations, and policies of the NMCD, and will permit access to, and the interview of, its employees, subcontractors, or other agents as well as the examination and copying of its records, unless such materials are legally privileged, by the NMCD Office of Professional Standards, the Security Threat Intelligence Unit and the Equal Employment Opportunity Officer and the United States Department of Justice, the New Mexico Department of Public Safety, the New Mexico General Services Department, the New Mexico Risk Management Division, and/or the New Mexico Workforce Solutions Department, and will otherwise fully cooperate with any such investigation. Any willful violation of this requirement will be grounds for immediate termination of this agreement and removal of the Contractor from the property.

**5. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall be for one (1) calendar year. After the first year, the NMCD reserves the option of renewing on an annual basis for up to three (3) additional one-year terms. In no case will the Contract, including all renewals thereof, exceed a total of four (4) years in duration. If the Contractor determines that it does not want to renew the Agreement for years two, three or four, it must provide six (6) months written notice to the Agency. The Agency must give the Contractor sixty (60) days written notice if it determines that it will not renew the Agreement for years two, three or four.

The contract may be terminated earlier pursuant to paragraph 3 (Security Clearances and Background Checks) paragraph 4 (Cooperation with NMCD Investigations) paragraph 6 (Termination), or paragraph 7 (Appropriations).

**6. 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. The terminating party shall provide sixty (60) days written notice to the other party.

B. 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.*

C. 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.

7. 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.

8. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing general 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. With appropriate waivers or approvals from the General Services Department, the Contractor will be authorized to drive a state car on state property only in order to more efficiently perform assigned contractual duties, such as delivering food to various units within a prison, etc.

9. 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.

10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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 14 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 14 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 14 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 14(B).

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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

**22. 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.

**23. 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.

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://insurenewmexico.state.nm.us/>.

**24. 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.

**25. 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.

**26. 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.

**27. Notices.**

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

To the Agency:

Diane Montoya  
P.O. Box 27116  
Santa Fe, NM 87502-0116  
(505) 827-8611  
[diane.m.martinez@state.nm.us](mailto:diane.m.martinez@state.nm.us)

To the Contractor:

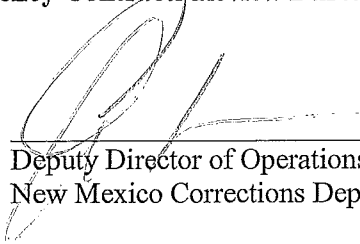
Steven H. Wheeler  
1593 Spring Hill Road, Suite 600  
Vienna, VA 22182  
(703) 749-4600  
[SWheeler@centurionMCAre.com](mailto:SWheeler@centurionMCAre.com)

**28. Authority.**

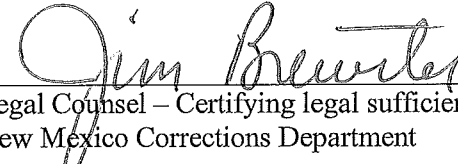
If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding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

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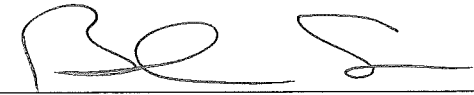
**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Agency Contracts Review Bureau below.**

By:   
Deputy Director of Operations  
New Mexico Corrections Department

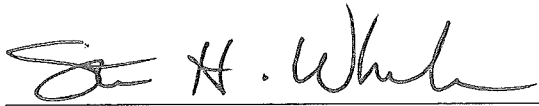
Date: 5-13-16

By:   
Legal Counsel – Certifying legal sufficiency  
New Mexico Corrections Department

Date: 5-16-16

By:   
Chief Financial Officer  
New Mexico Corrections Department

Date: 5-16-16

By:   
Contractor Steven H. Wheeler, CEO

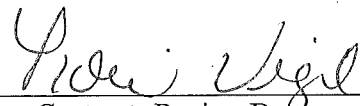
Date: 5-13-16

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: 03-353474-00-8

By:   
Taxation and Revenue Department

Date: 5/16/16

By:   
Agency Contracts Review Bureau

Date: 5-16-16

By:   
Lawrence O. Maxwell  
State Purchasing Agent

Date: 5/16/16

ATTACHMENT I  
SCOPE OF WORK

**This entire Scope Of Work (Attachment 1), which includes any and all provisions, requirements and appendices of the underlying Request for Proposals (RFP), is hereby incorporated in full into and made a part of this General Services Agreement or contract Number 16-770-1300-0097, as also stated in Paragraph 1 of the Agreement or contract.**

**I. General Requirements and Definitions**

**A. OVERVIEW**

The goal and requirement of this Agreement is to provide comprehensive health care services, within a secure environment, within available funds, and in accordance with the standards of the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), current community standards of care, and NMCD and procedures contained herein.

The services to be provided pursuant to this Agreement are currently being provided by another private contractor. The contractor will be required to ensure a smooth transition in the event the current Contractor is replaced.

It is imperative that the Contractor has the proven experience and expertise to perform the services described in this Agreement, including this scope of work, as the Contractor is required to defend and indemnify the New Mexico Corrections Department from any and all complaints or lawsuits alleging unconstitutional or improper medical care pursuant to the Agreement, Article 22. As Contractor's services are one component of operating a safe and secure correctional environment and often security and healthcare issues are intertwined, both Parties will work together to ensure adequate access to patients such that Contractor can timely perform the services set forth herein.

**B. BACKGROUND**

The New Mexico Corrections Department (NMCD) has one common purpose: to create a collaborative environment where custody and health care staff improve upon the quality of medical services in New Mexico's prisons, to meet constitutional standards while reducing avoidable morbidity and mortality. The NMCD has adopted six goals that are necessary for the NMCD's health care program to attain constitutionally acceptable and sustainable levels.

These goals are to:

1. Ensure timely access to health care services
2. Establish a prison medical program addressing the full continuum of health care services
3. Recruit, train and retain a professional quality medical and mental health workforce
4. Implement a quality assurance and continuous improvement program
5. Establish a medical support infrastructure; and
6. Provide necessary clinical, administrative, and housing facilities

The above goals encompass key aspects of NMCD's health care delivery system. The NMCD has initiated an organizational change to improve its medical and pharmacy programs. An overarching goal of the NMCD Plan of Action is for NMCD to operate like an integrated health

care organization, especially in the area of medical records and management of patient-inmate care.

### C. INMATE POPULATION

Inmate population figures are found in Appendix J of the Request for Proposals (RFP). (See Appendix J: Inmate Population Figures). The patient-inmate population within NMCD is complex and similar to a socio-economically challenged civilian population with high prevalence of substance abuse, mental illness and chronic disease. The health care status of the typical patient-inmate is that of a chronologically older patient. Trauma is not uncommon and many incidents of substance/illicit drug use result in a high prevalence of hepatitis C, HIV/AIDS, and other communicable diseases.

### D. SCOPE OF PROCUREMENT

The Contractor will be responsible for the delivery of a comprehensive, coordinated, and continuous health care services program in accordance with the NMCD mission at the following facilities listed below. (See RFP, Appendix D: Facility Descriptions). NMCD reserves the right to add or delete facilities from this Agreement. Any additions or deletions will be negotiated with the Contractor.

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#### State Owned and Privately Operated Facilities:

Penitentiary of New Mexico, Santa Fe, NM	PNM
Western New Mexico Correctional Facility, Grants, NM	WNMCF
Central New Mexico Correctional Facility, Los Lunas, NM	CNMCF
Southern New Mexico Correctional Facility, Las Cruces, NM	SNMCF
Roswell Correctional Facility, Hagerman, NM	RCC
Springer Correctional Facility, Springer, NM	SCC
Guadalupe County Correctional Facility, Santa Rosa, NM	GCCF
New Mexico Women's Correctional Facility, Grants, NM	NMWC
Lea County Correctional Facility, Hobbs, NM	LCCF
Northeast New Mexico Correctional Facility, Clayton NM	NENMCF
Otero County Prison Facility, Chaparral, NM	OCPF

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### E. TERMINOLOGY

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

“**AAC**” means the actual acquisition cost of pharmaceuticals shipped to the Agency’s facilities.

“**Access**”, as used in this Agreement, is the establishing of a means by which healthcare services are made available to inmates. Access will be provided on-site or off-site 24 hours a day, 7 days a week.

“**Average Daily Population**” is the number calculated by adding all the daily prison populations in a given month and then dividing that monthly total by the number of days in said month.

**“Administrative Services Division (ASD)”** is the division responsible for NMCD budget and financial management, fiscal review and oversight, and the reporting of financial matters.

**“Adult Prisons Division (APD)”** includes the Director, Director’s immediate staff and the following functional areas: Prison Operations, Classification Bureau, Central Records Unit, Safety and Food Operations, and Health Services (Health Services Bureau and Mental Health Bureau). The mission of the Adult Prisons Division is "to provide safe, secure and professionally sound correctional Facilities for staff, the public and confined adult male/female inmates. Provide academic, medical, dental and mental health services; and to ensure correctional Facilities are in compliance with ACA accreditation standards”.

**“Agency”** means the New Mexico Corrections Department and vice-versa, and is the executive department in New Mexico responsible for the administration of adult male and female incarceration, as created under NMSA 1978, 33-1-6, as amended. The term the Agency may also indicate the Department's Procurement Manager, as applicable.

**“Alternative Placement Area”** means placement areas for the chronically mentally ill with high security requirements.

**“American Correctional Association (ACA)”** is an international accreditation entity that establishes national standards for and conducts audits of correctional programs to assess their administration and management, the facility, operations and services, inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, inmate activity levels, and provision of basic services which may impact the life, safety, and health of inmates, as well as staff.

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

**“Behavioral Health Services Bureau”** provides behavioral health care and substance use related services to inmates incarcerated in the Agency. The Bureau also provides counseling, crisis management, on-call services, diagnostic testing and evaluation.

**“Best and Final Offer (BAFO)”** is a standard element of a qualification-based solicitation.

**“Breach of Contract”** is the condition of the relationship between the Department and the Contractor, which exists when the Contractor fails to perform under the terms and conditions of this Agreement or Contract.

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

**“Category”** is a term used as equivalent to a titled employment position, defining individual occupational tasks and roles.

**“Chrono”** is a document, which defines inmate placement, based upon the inmate’s medical needs, and the ability of that facility to provide for the inmate’s medical, dental and behavioral health needs.

**“Class”** is a collective term that may be used for a group of categories (job titles), such as the



class of: psychiatrist, non-psychiatrist, etc.

**“Close of Business (COB)”** means 5:00 Mountain Standard Time or Mountain Daylight Time, whichever is in effect.

**“Community Healthcare Provider”** is the healthcare services required under this Agreement that are provided off-site by healthcare providers in the community.

**“Comprehensive Healthcare Services”**, as used herein, Comprehensive Healthcare Services refer to all medical and dental health services, including program support services as outlined in this RFP. Comprehensive Healthcare Services include the provision of medically necessary and appropriate healthcare treatment to meet the minimum constitutionally adequate level of care established by federal law. This includes healthcare treatment both on-site and off-site.

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

**“Constitutionally Adequate Level of Healthcare”**, as used in this Agreement or Contract, means timely access to and provision of appropriate healthcare that is reasonably and legally sufficient to address the inmate’s health complaint.

**“CQI or Continuous Quality Improvement”**, means a process modeled after traditional CQI approaches to improving quality, which assumes that opportunities for improvement are unlimited, is customer-oriented, is data driven, results in implementation of improvements, requires continual measurement of implemented improvements and modification of improvements as indicated.

**“Contract Administrator”** is the NMCD Health Services Administrator of the Agency’s Health Service Bureau and is the business process owner of the contract or agreement.

**“Contract Compliance Monitoring”** is a comprehensive evaluation conducted on an ongoing basis by the Department’s Health Services Bureau (HSB) or designee to document the Contractor’s compliance with the terms of the Contract and to evaluate overall Contractor performance.

**“Contract Non-Compliance”** means the failure to meet or comply with any requirement or term of the Contract.

**“Contract Covered Services”**, where used herein, refers to those services provided by a private contractor on behalf of the Department, as described in the RFP document and in this agreement or contract.

**“Contract Term”**, means the original one (1) year term with three (3) additional years to renew on a year-by-year basis and any additional and subsequent renewals.

**“Contract”**, means the agreement resulting from the RFP between the Successful Proposer and

the Department.

**“Contractor”** means the organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers and anyone acting on behalf of, in the interest of, or for, the Contractor. The term will be synonymous with **“Offeror”**.

**“Corrections Facilities”** means all state and privately owned and operated Facilities have been continuously accredited by the American Correctional Association for over four (4) years. Maintenance of accreditation in all facilities is a paramount priority of the Agency.

**“Corrective Action Plan (CAP)”** means the Contractor’s comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies within a stated timeframe.

**“Data Communications”** means all systems for digital data transmission which allow for secure communication from the point-of-entry to the Agency Facility, out to access a proprietary or common carrier of digital information to central IT operations at the Agency, including software and such hardware as to access that distribution system; but only for such scope of work as defined herein.

**“Data Wiring”** means all systems for digital data transmission which allow for communication from the point of entry to the Agency Facility, to other data handling locations contained within; only for such scope of work as defined herein; but not including such devices which act to switch, route, or store this data, such as servers and routers.

**“Day”** means calendar day, unless otherwise stated.

**“Desirable”** is indicated by the use of the words; may, can, should, preferably or prefers in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Proposal.

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

**“DFA”** means the Department of Finance and Administration for the State of New Mexico, an administrative agency granting final approval on certain State contracts.

**“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

**“Emergency”** means a medical emergency condition exists when a patient manifests acute symptoms, signs, or both and that, by reasonable medical judgment, represent a condition of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in death, serious impairment of bodily function or major organ system, and/or serious jeopardy to the overall health of the patient.

**“Encounter”** means the record of a health care service rendered by any authorized provider(s) to an inmate. Encounter includes all services for which the Contractor incurs any financial liability.

**“Evaluation Committee”** means a body appointed by the Agency’s management to perform the evaluation of Contractor proposals.

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

**“Experimental Treatment”** is generally be defined as any treatment about which the utility, benefit and risk is still being actively pursued by the research community.

**“Facility”** is a prison or other place of incarceration operated by the New Mexico Corrections Department as a single entity to confine convicted felons sentenced to the State's custody. A single Facility is overseen by a single Warden who operates all divisions of that Facility as a unit under his command.

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

**“Fraud”** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or to some other person, or the intentional misappropriation or taking of anything of value that belongs to another by means of fraudulent conduct, practices or representations. It includes any act that constitutes fraud under applicable federal or state law, including NMSA 1978 Section 30-16-6 as amended.

**“Full-Time Equivalent (FTE)”** means employment in terms of number of hours per week employed, as defined elsewhere. One FTE equals one full-time employment position delivering forty (40) hours of work per workweek, or 2,080 hours annually.

**“Full Risk Contracts”** means contracts that place the full responsibility for the underwriting of any and all expenses incurred in the provision of agreed services, upon the vendor for furnishing or arranging for comprehensive services, without recourse to the State for remuneration.

**“FY”** means the Fiscal Year of the State of New Mexico. The New Mexico State fiscal year is currently defined as July 1 through June 30.

**“Gender Responsiveness”** means creating an environment through site selection, staff selection, program development, content, and material that reflects and understands the realities of women’s lives. Gender-responsive approaches are multidimensional and must address social (e.g. poverty, race, class and gender inequality) and cultural factors as well as specific therapeutic interventions. These interventions address issues such as abuse, violence, family relationships, substance abuse and co-occurring disorders. They provide a strength based approach to treatment and skill building. The emphasis is on self-efficacy.

**“Grievance”** means a verbal or written statement by an inmate that expresses dissatisfaction with some aspect of the health care received or requested and not received, for which the inmate seeks resolution. The Agency operates a grievance procedure using on-site Grievance Officers with which the inmate may file a grievance against medical or other healthcare operations.

**“Health Insurance Portability and Accountability Act (HIPAA)”** refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

**“Health Information Technology for Economic and Clinical Health Act (HITECH Act)”** refers to the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009. HITECH generally establishes new requirements for notification of protected health information breaches, makes business associates directly liable for compliance with HIPAA security and privacy requirements, modifies disclosure accounting rules and enhances the civil and criminal enforcement of HIPAA. See 42 U.S.C. §§ 17921 and 17931, et seq. The Contractor shall comply with HITECH and all applicable regulations promulgated thereunder.

**“Health Services Administrator”** or **“HSA”** means the NMCD’s Health Services Administrator.

**“Information Technology (IT)”** means the Agency’s IT Division that provides technology tools to assist Agency personnel in meeting the Department's organizational goals. Related, the State of New Mexico’s Department of Information Technology" aka "DoIT" is a cabinet-level executive agency that manages computer system, planning, hardware, software and network services. See related “Data Communications and Wiring” definitions.

**“Inmates”** means all persons, male and female, residing in institutions, or admitted or committed to the care and custody of the NMCD.

**“Institutions”** means to all NMCD’s correctional facilities, including privately or contractor operated institutions where NMCD inmates are housed.

**“Joint Commission Standards”** means Standards established by the Joint Commission accrediting healthcare organizations and programs.

**“Malpractice Insurance – claims made”** means malpractice insurance under which the coverage for claims against actions that occurred during the period of coverage, but claimed after the termination of policy, are no longer covered on the termination of policy.

**“Malpractice Insurance – nose coverage”** means an element of a new policy which covers for any claims made during the course of the policy, regardless of date of occurrence.

**“Malpractice Insurance – occurrence based”** means malpractice insurance under which the coverage during the period of insurance survives for any claims made after termination of policy.

**“Malpractice Insurance – tail coverage”** means a separate policy written to complement claims-made policies, which offer coverage for incidents that occurred while the policy was still active, but were not actually reported until after the policy's termination.

**“Mandatory Positions”** means those positions that are considered the highest priority for filling such as health administrator, medical director, director of nurses and psychiatrist both at the individual site and regional office. These positions are to generally available to use in covering hours elsewhere at another location at NMCD.

**“Mandatory Responsiveness Requirements”** means the terms, conditions or requirements that shall be met by the Contractor in order to be responsive to the RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. The terms "must", "shall", "will", "is required", or "are required", identify mandatory requirements or factors (as opposed to “desirable conditions”). Failure to respond to a mandatory requirement or factor may result in the rejection of the Contractor's proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

**“Medical Personnel”** means midlevel health care provider(s), (i.e. nurse practitioner, physician assistant), whose activities are directed and/or dictated by a supervising physician to a manner, scope and degree as specified by State laws, regulations and other statutory and regulatory authority.

**“Medical Services”** means the administration of medicine, and managing the delivery of the medical or surgical treatment, nursing, hospital service, dental service, optometric service, or any or all of the enumerated services or any other necessary services of like character, whether or not contingent upon sickness or personal injury, as well as the furnishing to any person of any and all other services and goods for the purpose of preventing, alleviating, curing or healing human illness, physical disability or injury.

**“Medically Necessary”** means health care services that a Healthcare Provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease, and which is:

- Consistent with the symptom, diagnosis, and treatment of the inmate's condition
- Provided in accordance with generally accepted standards of medical practice and health care standards in New Mexico
- Not primarily intended as cosmetic for the convenience of the inmate or the healthcare provider
- The most appropriate level of facility, supply or service necessary for the diagnosis and treatment of the inmate's condition, and
- Approved by the appropriate medical body or healthcare specialty involved as effective, appropriate, and essential for the care and treatment of the inmate's condition to diagnose, prevent the worsening of, alleviate, correct, or cure inmate/client conditions that endanger life or health, cause suffering or pain, cause physical deformity or malfunction, threaten to cause or aggravate a handicap, or result in illness or infirmity of an inmate

**“Mental Disorder”** means a substantial impairment of a person's the emotional processes,

thought or cognition that grossly impairs judgment, behavior or capacity to recognize reality of the ability to exercise conscious control of one's actions, or the ability to perceive or understand reality (resulting in a substantial that substantially interferences with a person's ability to meet the ordinary demands of the incarceration environment), regardless of etiology, except that for the purposes of transfer of an inmate to a corrections mental health treatment facility, the term does not include retardation or developmental disability as those terms are defined in NMSA Section 41-1-3 (H) and (O); simple intoxication, or conditions manifested only by antisocial behavior or drug addiction. An individual who is mentally retarded or developmentally disabled, however, may also have a mental disorder.

**“Mental Health Treatment Center (MHTC)”** means any extended treatment or hospitalization-level unit to provide acute mental health care. That may include involuntary treatment and therapeutic intervention, in contrast to less intensive levels of care such as out-patient mental health care, infirmary mental health care, transitional mental health care, or crisis stabilization care. The Mental Health Treatment Center located at Central New Mexico Correctional Facility is the inpatient psychiatric hospital for the New Mexico Corrections Department. This residential unit provides acute and chronic care beds for male inmates with psychiatric conditions which require higher levels of care than in general population. The unit is organized into a 6 separate units. There is an Acute Care Unit (Pod A) which houses 20 inmates, and Special Management Unit (Pod B) which houses 20 inmates, and four Continuing Care Units (pods, C, D, E, & F) which house 16 inmates each totaling 64 continuing care beds.

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

**“National Commission on Correctional Health Care (NCCHC)”** means the independent, not-for-profit organization that establishes national standards for correctional health and mental health care services and offers accreditation for correctional facilities that meet these standards. The standards address health care services and support, inmate care and treatment, health promotion and disease prevention, special patient needs and services, health records, medical-legal issues, governance and administration, environmental health and safety and personnel training.

**“NMCD”** means the New Mexico Corrections Department.

**“OMS”** means Offender Management System.

**“Office of Health Services (OHS)”** means the office within the Adult Prisons Division of the New Mexico Corrections Department. The OHS is overseen by the Health Services Administrator (HSA). The HSA oversees all financial and operational aspects of the resultant medical service provider contract and audits the performance of the vendor and general operations. The professional aspects of healthcare operations of the Medical Services and Psychiatric Services are formally administered as an entity by a Health Services Administrator informally referred to as "Health Administrator", a term often used in other states to describe the position. The Health Administrator has experience in health administration and familiarity with the delivery of medical services to incarcerated persons. The OHS administers and monitors the delivery of all necessary medical, psychiatric and dental services to all adult male and female inmates committed to its custody within the state to maintain basic health. The health care services are currently being delivered through a private Contractor. Medical units at all Facilities

provide outpatient services to the inmate population. The Agency has a partnership with the University of New Mexico School Of Medicine ECHO Project for the collaborative management of HCV infected inmates. Authority for administration of all medical services derives through the OHS. Inpatient long-term care services for the Department are located at the Central New Mexico Correctional Facility (CNMCF) in Los Lunas, NM. Inmates at both male and female Facilities with medical problems that cannot be managed in general population but do not require community hospitalization are housed at this unit. Postoperative recovery and rehabilitation services available at the CNMCF inpatient infirmary allow for shorter hospital stays.

Outpatient mental health services involve the provision of structured mental health services including Behavioral Health Services and Psychiatric Services. Behavioral Health services, delivered by NMCD staff, include but are not limited to crisis intervention, clinical therapy, substance abuse treatment, and training to both security and program staff. Psychiatric services include the prescription of psychotropic medication, clinical oversight of the MHTC, and care coordination with Behavioral Health and Nursing. Mental Health services, including Psychiatry and Behavioral Health, are expected to coordinate and collaborate in order to provide necessary and sufficient treatment of mentally ill offenders.

**“Office of the Secretary (OTS)”** means the Cabinet Secretary of the New Mexico Corrections Department. The NMCD is a cabinet-level agency statutorily defined within the Executive Branch of New Mexico State government, headed by a Cabinet Secretary who is appointed by the Governor and confirmed by the New Mexico Senate as per Statute. The Office of the (Cabinet) Secretary has traditionally consisted of two Deputy Secretaries, and five (5) divisions. At this time, several operations and divisions are condensed under a single office. Only those divisions or bureaus/sections within each division that are related to this procurement are described below. Note that the terminology used to describe positions approximates conventional and usual/normal use. The formal terminology used by the New Mexico State Personnel Office may differ from that used in this Agreement. In such case, the formal terminology may be appended.

**“Price/Pricing”** Within the context of the RFP, Price/Pricing will represent what NMCD is asking each Contractor to provide in bid format and is the process of determining what the Contractor(s) would financially receive in exchange for providing NMCD with medical goods and services according to the scope of services sought. Pricing components typically include salaries and benefits, subcontractor fees, equipment and supplies and overhead and margin, among others. The Pricing submitted by Contractors are then evaluated, compared to one another, and represent one data point by which to evaluate each Contractor’s entire RFP submission.

**“Cost/Costing”**, which, within the context of the RFP means, will represent financial dollars paid by NMCD to the successful Contractor who is awarded the Medical Services contract. Contractor Pricing may or may not be the same as NMCD Cost, as negotiation prior to contract execution may impact on the Cost to NMCD.

**“PREA”** means the Prison Rape Elimination Act of 2003.

**“Primary Care Provider”** means a licensed medical physician, nurse practitioner or similar provider who manages and delivers healthcare to inmates under the scope of practice.

**“Primary Medical Care Services”** means those services that can be provided within the institution and by providers employed by the Contractor.

**“Principal”** means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

**“Private Prisons or Facilities”** means facilities that are operated by contracted vendors. See Background Information for a current list.

**“Procurement Manager”** means the person authorized by the NMCD to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Psych”** means the psychiatry program provides for all necessary prescription medication, monitoring, supervision and consultation required for appropriate management of inmates in need of outpatient and inpatient psychiatric services. Acute inpatient psychiatry and residential psychiatry services are provided at the 104 bed Mental Health Treatment Center (MHTC) located at the Central New Mexico Correctional Facility (CNMCF) in Los Lunas, NM. All health care is provided in accordance with accepted community standards for health care practice, ACA standards for health care in corrections facilities.

Psychiatric Services are provided through utilization of Psychiatrists, Prescribing Psychologists, and Nurse Practitioners with a psychiatric specialty.

**“Purchase Order”** means the document that directs a Contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

**“Recreational Technicians”** are paraprofessional staff that provides non-clinical program services for mentally ill offenders housed at the MHTC. Services include, but are not limited to, recreation, gardening, and employment supervision.

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

**“Referral”** means any specialty, inpatient, outpatient, or laboratory services that a physician, mid-level practitioner or dentist orders or arranges, but does not provide directly.

**“Request for Proposals (RFP)”** means a solicitation used in negotiated acquisition to communicate government requirements to prospective Contractors and to solicit proposals, pursuant to New Mexico and Federal rules. All documents, including those attached or incorporated by reference or amendments, used for soliciting proposals herein, comprise elements of the RFP.

**“Residential Services”** means mental health residential services and acute psychiatric inpatient hospital services consisting of an acute inpatient psychiatric unit (the Acute Care Unit, ACU) and chronic and intermediate residential units (the Chronic Care Unit, CCU) at the 104 bed MHTC located at the CNMCF in Los Lunas, NM. The major services provided at the MHTC are intensive inpatient and residential mental health and psychiatry services with special focus on treating and preparing inmates to return to the general population. The Contractor's psychiatrists



are expected to coordinate with the Behavioral Health staff in a multidisciplinary treatment team to ensure coordinated and effective treatment.

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

**“Responsive Proposal”** means a proposal, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

**“Risk”** means a contingent potential for financial loss due to contractual obligations, e.g., that the possibility that revenues of the Contractor will not be sufficient to cover expenditures incurred in the delivery of contractual services.

**“Routine Care”** means all care which is not an emergency or urgent, or is directed towards the maintenance of wellness rather than the treatment of disease.

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

**“Secondary Medical Services”** means those outpatient services, excluding hospitalization that are provided by providers not obtained or employed by the Contractor pursuant to the staffing plan e.g., cardiology specialist, and exclusive of tertiary medical services.

**“Sexual Assault”** means any sexual contact with an imprisoned individual, including contact performed with the full and competent consent of all participating parties, is defined as a sexual assault.

**“SOAP”** is an acronym for “Subjective, Objective, Assessment, Plan”, a medical documentation format. (As used in this RFP)

**“SOAPE”** is an acronym for “Subjective, Objective, Assessment, Plan, Evaluation” a guide to pre-hospital patient care report writing. (As used in this RFP)

**“State”** means the State of New Mexico.

**“State Owned and Operated Prisons Facilities or Public Facilities”** means those correctional facilities owned and operated by the Agency or the State, which are listed in Background Information.

**“State Purchasing Agent”** means the director of the purchasing division of the General Services

Department.

**“State Purchasing Division (SPD)”** means the purchasing division of the General Services Department of New Mexico. State Purchasing provides documentation, approval and guidance in doing business with the State of New Mexico, and oversees the formation of certain Agreements with approval authority. Further information is available at:  
<http://www.generalservices.state.nm.us/statepurchasing/>.

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

**“Subcontract”** means a written agreement entered into by the Contractor and approved by the NMCD with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the NMCD under the terms of the Contract resulting from this RFP.

**“Subcontractor”** means a third party who contracts with the primary Contractor or primary Subcontractor for the provision of health care services that the primary Contractor has contracted with the Agency to perform.

**“Successful Proposer/Contractor”** means the entity that will be performing as the contractor under any contract resulting from this RFP.

**“Tele-health”** is a term used herein conventionally and without precise definition, to encompass a broader concept of remote healthcare that does not always involve clinical services, which includes telemedicine.

**“Telemedicine”** herein solely means the practice of medicine when the interaction between provider and patient takes place solely by means of electronic communication, as well as the use of medical information exchanged from one site to another via electronic communications to improve patients' health status. The term "telemedicine" or "tele-psychiatry" is not linked to and does not derive from any other common or legal usage when used in this Agreement. “Telemedicine” may, but does not necessarily, coincide with the definition of Telemedicine in other states as defined in the Medical Practice Act, Section 61-6-6, K NMSA 1978, and as revised; as defined in NMAC 16.10.2.7 DEFINITIONS and as revised. This document cites but does not instruct in the matter of compliance with New Mexico Statute and Regulation.

**“Tele-psychiatry”** means Psychiatric telemedicine.

**“Tertiary Medical Care Services”** means those services that are or must be performed in an inpatient setting.

**“Training Academy (TA)”** means the director-level division at New Mexico Corrections Department charged with the training of Agency personnel, both the initial training for incoming officers and ongoing training for personnel.

**“Unredacted”** means a version/copy of the proposal containing all complete information

including any that the Contractor would otherwise consider confidential, such copy for use only for the purposes of evaluation.

**“Vendor, Offeror, Proposer or Contractor”** means a legally qualified corporation, partnership or other entity submitting a proposal to the NMCD pursuant to this RFP that will be performing as the Contractor under any resultant contract. The terms in this RFP are used interchangeably.

#### **F. Administrative Operations**

The Contractor shall provide the necessary corporate administrative functions such as time keeping, payroll, personnel functions, human resources, billing tasks, obligations payment, telephone and fax lines for long distance calls etc. Additionally, the Contractor shall provide local administrative staff sufficient time to achieve the goal of delivering a comprehensive health care services program.

#### **G. Key Personnel Residence and Responsibility**

The Contractor’s regional management staff responsible for this contract (see minimum required staffing plan contained in Appendix H of the RFP) will reside in New Mexico full time in order to be in close proximity to the NMCD Health Services Bureau Central Office and NMCD Facilities to provide effective administrative and quality assurance oversight. The Contractor shall have in place by the contract start date, the essential administrative and operational policies and procedures for compliance with contract specifications and administration of the health care program. For a copy of NMCD policy and procedures please refer to the website [corrections.state.nm.us/policies](http://corrections.state.nm.us/policies).

#### **H. Service Delivery Standards**

The Contractor’s services shall meet the standards established by the American Correctional Association (ACA) , the National Commission on Correctional Health Care (NCCHC), current community standards of care, specified psychiatric standards, and policies and procedures contained herein. The Contractor shall maintain the accreditation achieved for the current State-run Facilities and will seek, obtain, and maintain accreditation of any additional Facilities housing NMCD inmates covered by this Agreement. The Contractor shall also be responsible for maintaining NCCHC and ACA accreditation files relating to medical standards and for ensuring that documentation is provided to the NMCD ACA accreditation manager on a quarterly basis.

The NMCD Health Service Administrator reserves the right to review and approve policies and procedures of the Contractor in any areas affecting the performance of its responsibilities under law. The Contractor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the NMCD or designee. This includes but is not limited to medical, security-related and personnel issues that might adversely impact on the delivery of health care services. The Contractor’s regional Medical Director and Regional Manager shall be responsible for assuring the delivery of services described herein.

##### **a. Insurance & Taxes**

The Contractor shall act as an Independent Contractor in the performance of services required by the Agreement.

The Contractor shall provide:

1. Worker's Compensation insurance – a certificate of insurance in an amount approved by the Superintendent of Insurance pursuant to the Worker's Compensation Act, Section 52-1-1 to 52-1-69 NMSA 1978.
2. Comprehensive General Liability \$1,000,000 combined single limit per occurrence.
3. Professional Liability – “Occurrence” type, if available; if not “Claims Made” type with an acceptable “tail”; Medicare malpractice covering professional staff - \$1,000,000 limit per occurrence and \$3,000,000 in the aggregate annually. The Contractor should propose what “nose” coverage they will provide in the event there is a gap in coverage resulting from a change of medical Contractor. New Mexico Statute regarding professional liability insurance shall be reviewed.
4. Said Comprehensive General Liability and Professional Liability insurance shall identify NMCD as an “additional insured” with the form of the additional insured endorsement being a standard ISO Form CG 20 10 or other form approved by NMCD.
5. The Contractor is responsible for the payment of applicable Gross Receipts Taxes (GRT) to the State of New Mexico.
6. Contractor shall state its agreement; if awarded the contract, to provide insurance and proof of insurance as follows: Workers Compensation in an amount approved by the superintendent of insurance pursuant to the Worker's Compensation Act 52-1-1 to 52-1-69 NMSA, 1978; Comprehensive General Liability -\$1,000,000 combined single limit per occurrence; and Professional Liability -"Occurrence" type if available, if not “claims made” type with an acceptable “tail”; medical malpractice covering all professional staff -\$1,000,000 limit per occurrence and \$3,000,000 in aggregate annually. The Contractor shall propose what “nose” coverage they will provide in the event there is a gap in coverage resulting in a change of medical Contractor. Such certificate for comprehensive General Liability and Professional Liability insurance shall identify NMCD as “additional insured” with the form of the additional insured endorsement being standard ISO Form CG 20 10 or other form approved by NMCD.

**b. PERSONNEL**

The Contractor, whether through employee or contractual relationship, shall provide at a minimum, health care staff licensed in the state of New Mexico who have the level of training and professional credentials as outlined in the Minimum Required Staffing Plan (see Appendix H of RFP), or as otherwise approved by the NMCD. All positions have direct and sole responsibility to perform the identified health care services and each position, including clerical, is essential to the operation of the health care unit. All Contractor personnel will be required to pass a criminal background check conducted by NMCD.

1. Staffing- The Contractor must comply with all current personnel and staffing guidelines (standards) of the National Commission on Correctional Health Care (NCCHC). The Contractor shall provide professionally qualified licensed or certified personnel at levels that assure all offenders equal access and the continuity of care which is maintained in accordance with all NCCHC and ACA standards while providing services that commensurate with the offender's needs in an efficient, effective and timely manner. The minimum staffing plan was developed as a base staffing level for the Contractor to utilize in developing the cost proposal. The NMCD has had several transitional changes within the facilities in changing facility missions. Therefore, the NMCD staffing may be subject to change through negotiations with the NMCD, if deemed necessary. Factors taken into consideration in developing the minimum required staffing levels include:
  - 1) Size of correctional facility;
  - 2) Acuity of offenders;
  - 3) Types (e.g., medical, nursing, dental, optometry, mental health) and scope of health services delivered;
  - 4) Needs of the offender population;
  - 5) Organizational structure (e.g., hours of service, use of assistants, scheduling); and
  - 6) Mission of the Facility (reception, infirmary, MH housing, etc.)
2. All Facilities require nursing coverage as outlined in the minimum required staffing plan contained in Appendix H of the RFP. All Facilities must have the capability for administration of medication, provision of emergency medications and provision of emergency nursing care 24 hours per day, 7 days per week, or as outlined in the minimum required staffing.
3. Minimum Required Staffing Plan: The Contractor shall maintain the minimum required staffing as outlined in Appendix H of the RFP. The minimum complement of staff includes the number of full-time equivalents (FTE's) and hours by type of position, the shift, the required credentials, and the distribution of staff among Facilities. The NMCD staffing may be subject to change through negotiations with the NMCD, if deemed necessary. The Contractor may be required to reassign positions or position hours among the various sites throughout the system based on NMCD's determination of need and the site's mission. Any such reassignment must be accomplished by way of a written directive issued by NMCD.

- a.) There shall be no substitution of staff coverage for staff with higher credentials/training, (i.e., LPN will not be able to substitute for an RN, a Certified Nurse Assistant may not substitute for an LPN, a midlevel provider may not substitute for a physician) a nurse practitioner that is scheduled to see patients may not be counted toward RN coverage for that shift, unless she is completing the RN assignment.
  - b.) Contractor's New Mexico staff identified in its RFP Response will not be allowed to leave the NMCD and assist with startups of other contracts or assist with the Contractor's contractual obligations elsewhere without the written approval of the NMCD Health Services Administrator.
  - c.) The Contractor must maintain the minimum required staffing levels, as outlined in Appendix H, to receive the full compensation due to the Contractor from NMCD for staffing/personnel.
- 4. Staffing Paybacks for Unfilled Hours of Service:** Contractor will provide medical, psychiatric, technical and support personnel as necessary for the rendering of health care services as a result of this Agreement. Staffing levels are listed in the Minimum Required Staffing levels for each of the respective Facilities as outlined in Appendix H. Staffing paybacks will not be imposed during the first 180 days of the Agreement, and after the 180 day period, may be assessed or imposed by the Agency at its discretion.
- a. On a quarterly basis, Contractor will provide the NMCD with an itemized list of hours worked at each NMCD facility, by position for each of the positions identified in the minimum required staffing plan. Supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position/per facility is to be provided. The listing of hours worked will be reported utilizing institutional staffing worksheet provided by the Contractor. ?
  - b. Payroll information and the NMCD staffing worksheet will be the authorized documents for which staffing penalties will be determined. Contractor will provide a monthly report in the form of the approved workbook outlining the fulfilled staffing hours worked of the individual institutions, to the NMCD Health Services Administrator. Hours worked by a higher level practitioner (e.g., nurse practitioner hours worked by a physician, RN replacing an LPN), will be counted toward the fulfillment of hours worked for the lower position classifications
  - c. Paybacks for unfilled hours (worked) of service will apply to the following position classifications at both the regional and facility level:
    - 1.) Regional Director
    - 2.) Regional Medical Director
    - 3.) Regional DON
    - 4.) Regional Psychiatric Director
    - 5.) Regional Pharmacist
    - 6.) RN Infection Control /Hep C Coordinator

- 7.) Telehealth Coordinator
- 8.) Site Medical Director
- 9.) Staff Physician
- 10.) Nurse Practitioner
- 11.) Psychiatrist  
Mid-level Psychiatric Practitioner (Psychiatric  
NP and/or Prescribing Psychologist)
- 12.) Dentist
- 13.) Dental Assistant
- 14.) Health Services Administrator
- 15.) Director of Nursing
- 16.) Registered Nurse
- 17.) LPN
- 18.) X-ray Tech
- 19.) Physical Therapist
- 20.) CMA/Pharmacy Tech/CNA
- 21.) Medical Records Clerk
- 22.) Administrative Assistant

- d. Provider/Staff PTO hours (sick/vacation/personal) will not be included as hours worked, and on-site training/CME hours will be included as hours worked.
- e. Hours will be reported quarterly by facility: the Regional Office and staffing will be reported as one "Facility". In the event that less than ninety (90%) of the required staffing hours of the designated position classifications identified are worked in a given quarter for any position subject to a payback assessment **per Facility**, Contractor shall credit the NMCD for such unfilled hours worked to the extent that such hours, per position, fall below the 90% threshold. For example, if there are 2 FTE RN's identified for a particular facility, then the calculation of the 90% threshold for the RN position at the facility will be based on the number of hours worked equal to 2 FTEs for that month and the total number of fulfilled RN hours. Credit shall be at a rate equal to the average hourly wage for the position, plus 50% (hourly rate x 1.50 = payback) for the vacant hours below the 90% threshold.
- f. If a vacancy exists beyond 60 days, the Contractor must utilize a locum tenens or temporary agency staffing service to fill the vacancy or the payback percentage for that position will be at a rate equal to the average hourly wage for the position, plus 100% (hourly rate x 2 = payback ) for the vacant hours below the 90% threshold. While the Agency agrees not to impose payback assessments during the first 180 days of the Agreement, the Contractor must still utilize a locum tenens or temporary agency staffing service to fill any vacancy existing beyond 60 days.

5. Telepsychiatry Reports:

The Contractor will submit monthly a monthly telepsychiatry clinic reporting form to the NMCD Health Administrator for all tele-psychiatry clinics. Psychiatry hours will be included in the staffing/payback vacancy reporting. Tele-medicine, including telepsychiatry, must be reasonable in its use and scope: use for routine follow up care and emergency psychiatric evaluations is reasonable, but utilization for the majority of psychiatric care or to take the place of face-to-face medical care is not reasonable.

6. Department Responsibility:

During the term of this Agreement, the NMCD shall:

- a. Provide Contractor with information concerning each inmate as appropriate;
- b. Compensate the Contractor as specified in the Agreement;
- c. Provide for review and adjudication of Utilization Management decisions made by the Contractor;
- d. Provide for review and adjudication of inmate grievances;
- e. Review Contractor financial records as operationally necessary for the New Mexico Corrections Department to assure its own compliance with all applicable State and Federal laws, rules, and regulations; and
- f. Provide data elements for Contractor reporting.

7. Hiring and Retention:

a. Staff Review:

The NMCD Health Administrator and warden of the institution shall be provided with an opportunity to review the credentials and meet with the Contractor's lead staff and all medical providers for an institution, e.g., Medical Director, health administrator, director of nurses, regional directors, and local administrative staff.

b. Prior Review

All candidates for and incumbents of the following positions are subject to approval by NMCD at the beginning and throughout the course of the Agreement;

- Regional Manager
- Regional Medical Director
- Regional Psychiatric Director
- Regional Director of Nursing
- Facility Medical Director
- Facility Health Administrator
- Facility Director of Nursing
- Site physicians
- Site psychiatrists
- Site mid-level practitioner

c. Time Course of Prior Review:



If approval is deemed necessary, NMCD will provide notice of approval or denial of Contractor candidates within three business days of receipt of request. Contractor will make the candidate and CV/resume immediately available for in person or telephonic interview by NMCD. Contractor shall require all medical staff to pass a drug test, except for medical staff that has already successfully completed an unremarkable drug test for a previous Contractor.

d. Continuous Staffing Adjustments:

The Parties agree to meet every six months after the effective date of this Agreement to discuss any need for staffing adjustments. Mutually agreed upon adjustments to staffing will be processed in the form of a signed "Letter of Understanding" by the NMCD Health Services Administrator and the Regional Manager of the Contractor, subject to the approval of the Cabinet Secretary.

e. Methods of Contract Adjustment – Amendment:

Changes involving financial impact shall occur only under formal Amendment to this Agreement. If the Parties agree to any changes in the staffing requirement that result in cost increases or decreases, the Parties will adjust the compensation accordingly, by written Amendment to this Agreement.

f. Methods of Contract Adjustment – by Understanding:

Staff may be re-allocated from one facility to another based upon a change in mission or change in population of the facility. The re-allocation will be based on the same category of provider, e.g., LPN at facility A may be re-allocated for an LPN at facility B, etc., under such an Understanding. NMCD Health Service Administrator must give written approval to the Contractor prior to any reallocation of staff.

g. Right of Exclusion:

The NMCD also reserves the right to exclude staff from an institution if an individual's conduct is less than what is considered acceptable by the NMCD to meet the job requirements.

h. Orientation and Training:

1. Competencies

The Contractor shall develop and maintain a comprehensive competency based orientation program for new staff. The orientation shall include a review of the policies and procedures, nursing protocols and manuals for NMCD, basics of working in a prison and review of the limits of the scope of responsibility based on competence and licensure/certification requirements. The Contractor is responsible for assuring that all the required registrations, licenses and credentialing associated with the operations of health care services are active and in good standing.

2. Production of Lesson Plans:

The Contractor shall have a sample set of lesson plans and orientation checklist to be used to document competency based in-service and education, and will allow the Agency to review and approve those plans and orientation materials before they are implemented. The NMCD also will separately require a 40-hour orientation entitled Corrections 101 for all of Contractor's New Mexico staff members who have not previously attended the Corrections 101 training.

a. Skills Checklist:

The Contractor shall develop a skills check list which is site specific by discipline and is updated and completed annually by all staff. Topics may include: segregation rounds, medication administration, documentation, updates on the EHR, EKG, etc.

b. In-service Education:

The Contractor shall develop an in-service education program whereby all staff that has clinical responsibilities receive 24 hours annually of in-service education, which is maintained in their personnel file. The NMCD requires 16 hours of in-service annually. ACA standards require 40 hours of documented in-service education annually.

c. Certification:

All Contractor(s) staff shall be CPR/AED trained and First Aid Certified.

d. CME:

The Contractor will be responsible for providing educational services for all health services staff and support of Continuing Medical Education (CME) activities by direct monetary supplementation and/or providing paid "compensatory time" so that licensure requirements are met.

i. Staff Time Reporting:

The Contractor shall install, maintain and utilize an electronic timekeeping system for all of its employees/independent contractors providing on-site services and shall submit the timekeeping records monthly to the NMCD. The Staffing Vacancy report, as mentioned previously, will be submitted quarterly. The Monthly Time Record Reports shall designate the name of the employee or independent contractor, the hours worked and shall be capable of sorting by institution, by date, by hour/ shift and by position. The NMCD will direct the format in which the information is conveyed.

1. Time Record Reporting:

The time records will be reviewed by the NMCD Health Services Administrator or designee, etc., or any internal review coordinator at the New Mexico Corrections Department.

## 2. Sign-in and Sign-out:

In addition to registering attendance through a computer based system, each person employed by the Contractor and any independent contractors must sign in and out on forms provided by the NMCD whenever a person enters and leaves a Facility. No person shall sign in, sign out, clock in, or clock out for any other person.

## 8. FINANCIAL OPERATIONS

### A. Auditing Financial Operations

#### 1. External Financial Auditing

1. The NMCD may contract annually with a qualified independent auditing firm to audit claims and supporting documents to ensure that claims were paid accurately according to the terms of the contract. The Contractor will cooperate with the NMCD and/or any contracted audit firm to provide all necessary or requested data.
2. Demonstration of Self-Auditing
3. The Contractor shall maintain a formalized process for self-auditing which examines claim denials, automatic recoupments, suspensions for review, and specific pricing. Contractor shall submit the results of audit findings quarterly.
4. Audit deficiency action plan.
5. The Contractor shall submit a written action plan to correct all deficiencies as reported in audits (internal and external), including a time frame for completion of the action plan. The Contractor shall submit the action plan to NMCD no later than thirty (30) calendar days after receipt of the audit results.

### B. Reporting of provider fraud & abuse

- 1) The Contractor shall monitor provider claims and protect the NMCD from fraud and abuse by notifying the NMCD of all providers suspected of fraudulent and abusive billing practices.

### C. Reimbursement under the Affordable Care Act

Contractor shall pursue all available outside payment streams for inmate healthcare, including but not limited to the Patient Protection and Affordable Care Act (PPACA) [Public Law 111 – 148, [link](#)]. Contractor shall be responsible for any potential revenue not captured under this or other sources.

D. Responsibilities of Contractor for STMII (Short Term Medicaid for Incarcerated Individuals):

Contractor must report all inmates seen outside of facility with daily Inpatient Day Log. The report will include the following information:

- Name of Inmate
- Citizen Yes/No (Medicaid Purposes)
- Inmate Number
- Date of Birth
- Diagnosis
- Site Number
- Hospital
- Admit Date
- Discharge Date
- Total Length of Stay
- Facility the inmate returned to
- If the inmate was seen for less than 24 hours

1. The Contractor will send the Inpatient Day Log daily to NMCD HSD/MAD Department. Contractor will notify NMCD HSD/MAD staff of all Inpatient stays.

2. Contractor designated employees will be required to get PED training from HSD/MAD to be certified as a PED (Presumptive Eligibility Determiner). The Employee's will have to comply with HSD/MAD and are able to work with HSD YESNM and Medicaid Portal. Contractor will have designated PED's at both State and Private owned facilities. All NMCD personnel, as well as staff certified as PEDs, are subject to Federal HIPAA laws and regulations, and must ensure that they comply with HIPAA rules. NMCD staff is considered "Covered Entities" with respect to HIPAA rules.

3. All inmates hospitalized for 24 hours or more may be eligible for STMII for the dates of service the inmate was at the hospital. Contractor PED's will be given permission to submit Medicaid Application if one has not been completed. Listed are STMII rules from HSD/MAD.

1. STMII covers hospital inpatient services for Medicaid eligible inmates.
2. STMII coverage is for "Inpatient" services only (while incarcerated), which is defined as being admitted into a hospital or medical facility for 24 hours or more and receiving medically necessary, Medicaid-covered services.
3. STMII does not cover:
  - a. Inpatient services for less than 24 hours;
  - b. Transplant services; or

- c. "Outpatient" health services (less than 24 hours or for chronic condition care and services such as dialysis and chemotherapy).
4. NMCD and its designated staff shall screen incarcerated individuals for Medicaid eligibility when inmates return to the NMCD facility from the inpatient hospital stay and send the screening requests to HSD within two business days.
5. PED's will be required to inform the hospitals of the status of the inmates Medicaid status once the inmate has returned back to the facility.
6. Contractor will track all claims paid and not paid by Medicaid. Contractor will send a report to NMCD on all claims that were not paid and the reason the claims were denied.
7. Contractor will put in a place an Audit tracking system to share with NMCD to track all claims for reconciliation purposes for all claims paid and not paid. The report is to be sent to NMCD HSD on a monthly basis. The tracking system is property of NMCD at the end of the contract.

E. Financial Management Overview

1. Recordkeeping by Contractor

The Contractor shall maintain all fiscal records in accordance with generally accepted accounting principles (GAAP). The Contractor shall maintain accurate control of payments; perform internal audits, and process provider payments, refund checks, adjustments and recoupments.

2. Access for Review by New Mexico Corrections Department

NMCD and its duly-authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of the Contractor that are pertinent to this contract to perform examinations and audits and make excerpts and transcripts.

3. Records Retention

The Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for period as New Mexico applicable law and regulations governing such. Fiscal records shall include, but are not limited to, all records necessary to verify the amount paid for any and all claims. These records shall include agreements between Contractor and all subcontractors providing medical services.

8. AUDITS OF THE CONTRACTOR BY THE NMCD

The NMCD has the authority to review, examine, monitor or audit the Contractor's compliance with the Agreement and any or all of its provisions, including but not limited to compliance with Performance Measures (paragraph QQ), Continuous Quality Improvement program requirements (paragraph PP), and Service Delivery Standards (paragraph H). The Contractor will cooperate fully with NMCD, staff, any separate entity or contractor that the NMCD may designate to

perform some or all of these auditing and monitoring functions, and any state or federal government entities or agents performing any of these auditing and monitoring functions, and will permit online and onsite visits by NMCD and these other designated entities and persons. The Contractor will also allow the NMCD and these other designated entities and persons to interview Contractor's employees and staff members as a part of the monitoring or audit process. The Contractor shall also allow the NMCD and these other designated entities and persons access to all records, books, documents, papers, plans, reports and writings of the Contractor pertinent to this Agreement and allow the copying of such as needed. Any willful violation of this requirement will be grounds for immediate termination of this Agreement and the removal of the Contractor from the property.

## II. SCOPE OF SERVICES

### *A. Inmate Screening and Diagnosis*

The initial health screening process for incoming committed male inmates is performed immediately upon arrival at Reception and Diagnostic Center at Central New Mexico Facility, Los Lunas and is intended to identify inmates with serious health problems, which require immediate investigation and treatment. All individuals must receive a complete RDC intake health examination within seven (7) days of arrival. A medical chart will be created at that time and set up according to the "Problem Oriented Medical Record" procedure; therefore it will include a problem list, medication list, and treatment plan if indicated. A similar expectation applies to the RDC process for women at the female reception Facility, as determined after NMCD facility changes. Female inmates may be transitioned to Western and Springer Correctional Facilities sometime after July of 2016.

All intake procedures performed at the RDC units shall be adhered to. The receiving screening shall include the following inquiries: medical history, mental health conditions, dental needs, medication therapy, special needs and physical exam.

The facilities located at Santa Rosa (Guadalupe County Correctional Facility) and the facility located in Clayton (NENMDF) hold county inmates for the Sheriff. The County inmates shall have a receiving screening, health assessment (within 14 days) and PPD test. The amount of county inmates varies but has not exceeded 18 inmates at one time at either location.

1. The Contractor shall provide a health evaluation of all new inmates by a qualified health professional for each new commitment and/or probation/parole violator, and county jail holds.
2. Inmates with known chronic disease conditions shall be referred to a provider or NP/PA for evaluation of medical needs and initiation of medication delivery and/or other necessary therapy.
3. Medications brought in or self-reported shall be verified when possible, and that verification shall be documented.
4. A Heat Stratification Category shall be performed for each new arrival. The information shall be shared with the classification staff.
5. Complete physical examination shall include clinical testing, medical and dental classification according to health condition and work capability of the inmate. The health assessment must be performed within seven (7) days of the commitment. Forms to be

- used must be approved by the NMCD. Standardized intake clinical testing will include Hepatitis C, Hemoglobin A1C, Hepatitis B, Hepatitis A, RPR Chemistry 24, TSH and CBC.
6. HIV antibody testing shall be performed on a voluntary basis with appropriate counseling as required.
  7. Two-step PPD skin test shall be performed (Mantoux or equivalent method) except for prior known positives with anergy testing for HIV positive inmates.
  8. If a newly admitted or transferred inmate has a positive tuberculin test an IFGA (immunoglobins) blood test shall be performed.
  9. Chest X-ray and sputum as indicated by PPD reactivity or individual risk factors shall be performed.
  10. All individuals identified as HIV positive will receive a baseline intake chest X-ray, viral load and CD4 count.
  11. All HIV positive inmates will be reported to the Department of Health- Infectious Disease Bureau, per mandatory reporting requirements. The inmate with a positive PPD will be evaluated for preventive therapy, if active disease is not diagnosed.
  12. A 12-lead electrocardiogram (ECG) shall be performed for individuals over 40 years of age; any inmate exhibiting clinical signs or symptoms consistent with heart disease, presence of hypertension, diabetes mellitus, hyperlipidemia, or a family history of cardiac disease.
  13. Oral health history, examination, panoramic and bite wing X-rays, diagnosis and classification shall be performed as part of the intake process.
  14. Breast exam, bi-manual pelvic exam, and Pap smears shall be performed as part of the health assessment for or all females.
  15. Mental health screenings shall be performed according to NCCHC and ACA standards.
  16. Health Education consisting of:
    - a. Orientation to health services availability;
    - b. Primary Health Care
    - c. Oral health education;
    - d. Infectious diseases information including STDs, blood borne pathogens;-
    - f. Hepatitis, acute and chronic;
    - g. Co-pay procedure;
    - h. Nutrition and obesity;
    - i. Education regarding the overuse of psychotropic and pain medication; and,
    - j. Disease and nutritional education for diabetics.
    - k. Other items as deemed necessary by the Contractor or the Department.

### *B. Detoxification*

The Contractor shall develop and have in place protocols for the detoxification of inmates arriving at the intake facilities under the influence of alcohol, opiates, or benzodiazepine. The policy shall include an assessment form completed by the nursing staff, e.g., Clinical Opiate Withdrawal Scale (COWS) or Clinical Institute Withdrawal Assessment-Alcohol revised (CIWA-AR). The protocol shall allow for appropriate levels of medication and dietary supplements. NMCD does not use Suboxone for detoxification and only uses methadone for pregnant inmates. If an inmate is at risk for progression to more severe levels of intoxication or withdrawal, the inmate shall be sent to a local hospital for assessment, monitoring and treatment.

### **Medication Assisted Treatment (MAT) for Opiate or Alcohol-Use Disorders:**

If the NMCD implements MAT, the contractor shall collaborate and provide necessary services for screening/evaluation, required laboratory testing and administration of required medication. This includes any necessary healthcare monitoring, as required.

- a. The contractor providing medical care services shall conduct a medical screening, to include a psychiatric evaluation, and coordinate a mental health assessment, to determine if that offender is medically eligible to participate in the MAT program. Screening shall include:
  - 1) Review medical records for contraindications to medications;
  - 2) Laboratory testing;
  - 3) Review of medical risks and benefits of the medication and its administration; and
  - 4) Obtain informed consent for inclusion in the MAT program.
- b. If the offender signs the consent form to participate in the MAT program, the contractor shall schedule and administer the Vivitrol injection and monitor the offender as indicated in the contractor's internal procedure.
- c. The contractor providing psychiatric services shall provide a psychiatric evaluation upon request by the medical care services contractor.
- d. The medical contractor's personnel shall consult with NMCD BH staff as needed to ensure continuity of care.

#### *C. Primary Health Care Services*

The Contractor shall provide on-site preventive and primary, secondary and tertiary health care services in accordance with the National Commission on Correctional Health Care Standards for Health Services in Prisons (current edition), NMCD policies and procedures, ACA medical services standards, and prevailing community standards to include: daily triage of inmate health complaints, provision of sick call, routine non-invasive diagnostic procedures, identification and referral of conditions requiring secondary and tertiary services, medication administration and monitoring and chronic care clinics. Primary health services shall also include mental health and dental care.

Each facility shall have a mechanism in place that enables all inmates (including those in segregation) to request health care services daily. The Contractor shall indicate its mechanism for triaging medical requests and shall establish appropriate triage mechanisms to be utilized for specific categories of concerns or complaints. All triage and screening activities must take place through direct contact with the client-patient by a registered nurse (RN) or mid-level provider. All services must emphasize coordination of health care services as well as continuity of care with other pre-existing or community providers.

#### *D. Sick Call*

Sick call shall be under the direction of a physician or midlevel provider (PA/NP) and provided Monday through Friday, using Nursing Protocols approved by the Contractor. The protocols shall be disease specific and require prompts in the form of questions to ask for the history, physical exams to be performed and actions to take. Warning alerts will be on the protocols



indicating conditions or vital signs where a physician must be notified. All protocols must include a pain scale. The protocols must be within the scope of the New Mexico Nurse Practice Act, NMCD policy and procedures, and state statutes.

Those inmates requiring evaluations beyond the capability of the triage nurse shall be referred to a mid-level practitioner: PA or NP. All inmates referred to a provider shall be seen within seven (7) days or sooner, as clinically indicated on the sick call request. The contractor shall coordinate times and locations of sick call services with security staff. All services must emphasize coordination of health care services with other on-site providers as well as information derived from prior community providers.

The sick call process shall consist of the following:

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

Sick call shall also include visitation of segregation by medical and mental health staff in "locked down" areas with cell-side documentation of these visits.

Any unresolved diagnostic or therapeutic problems shall be referred to a physician. Any inmate with a complaint who has submitted two or more sick call requests for the same unresolved problem shall be referred to a physician or mid-level provider.

#### *E. Emergency Services*

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

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

Emergency services shall be provided to all inmates with acute illness or conditions that cannot wait until the scheduled sick call.

#### *F. On-Call Services*

The Contractor shall ensure emergency services are available to every facility through written agreements with local hospitals and ambulance services. In addition, every facility must have

on-call access 24 hours a day, 7 days a week to regional management staff, physician, dentist, psychiatrist, and health service administrators.

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

#### *G. Special Medical Programs*

Chronic Care Clinics and other special medical programs shall be provided at each site. The special medical programs shall include directions for health care staff and correctional staff regarding their roles in the care and supervision of these inmates. The special medical program shall service a broad range of health problems such as infectious diseases, including Hepatitis C, neurological disorders, seizure disorders, diabetes, thyroid and other endocrine disorders, obesity, cardiovascular, respiratory, gastrointestinal, gynecologic and psychiatric disorders. A database will be used at all sites for tracking care.

#### *H. Chronic Care Patients*

The chronic care provided shall entail the development of an individual treatment plans by the responsible provider specifying instructions on diet, exercise, medication, diagnostic testing, frequency of medical evaluation, and areas of modification and follow-up. Chronic care patients shall be seen by a nurse and provider every three months or more frequently, as clinically indicated. Chronic care conditions shall include, but are not limited to, patients with chronic medical problems such as asthma, COPD, diabetes, thyroid conditions, seizure disorders, cardiovascular conditions, epilepsy, hypertension, obesity, cancer, geriatric frailty, physical handicaps, developmental disabilities, terminal illnesses and infectious diseases, such as Hepatitis C, HIV and TB. It also includes patients with substance abuse disorders and psychiatric conditions, including depression, anxiety, PTSD, psychosis and patients at risk of suicide. Contractors may utilize NCCHC chronic care guidelines or utilize other national standards in meeting this requirement.

Pneumococcal vaccines shall be provided on an annual basis for all inmates identified as being "high risk" for pneumonia and influenza (using current CDC criteria). Pneumococcal vaccines, PCV13 and PPSV23 shall be provided once to all inmates 65 years or older.

Flu vaccines shall be provided to all inmates annually.

#### *I. Women's Health Care*

Female inmates will be screened at intake for pregnancy by history, physical exam and a urine pregnancy test. All confirmed pregnant inmates will be provided with prenatal care under the supervision of a Board Certified Obstetrician, according to the American College of Obstetrics and Gynecology Standards (ACOG) which are available on their website. The Contractor shall provide all laboratory testing, medical examinations, and other diagnostic testing, e.g., ultrasounds, sonograms, etc. within the timeframes required by the obstetrician.

If the pregnancy is considered high risk, the Contractor shall select the most appropriate high risk service and hospital. Pregnant women with opiate-use disorder shall receive the care and services most likely to assure the safety of the woman and fetus. Abortions desired by a female inmate but not necessary to preserve her health will not be funded by NMCD.

All pregnant females are provided with counseling and assistance regarding temporary placement of the expected baby, and or adoption. Obstetric services shall be provided on-site at the female Facility(ies).

Labor and delivery services shall be provided through the same physician services that provide prenatal care. Family planning information regarding contraception shall be provided as part of the inmate's re-entry program.

Screening mammography shall be performed on all female offenders, aged 50 to 74 years. The USPSTF, which is a group of independent health experts convened by the Department of Health and Human Services, reviewed and commissioned research to develop computer-simulated models comparing the expected outcomes under different screening scenarios.

Listed below are the USPSTF's recommendations, based on their work:

- Routine screening of average-risk women should begin at age 50, instead of age 40.
- Routine screening should end at age 74.
- Women should get screening mammograms every two years, unless clinically indicated, instead of every year.

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

Cervical cancer and osteoporosis screening shall be provided in accordance with national guidelines.

The Contractor should acknowledge that the women will be moved from NMWCF to Springer Correctional Facility and Western NM Correctional Facility by January 2016, and plan accordingly.

#### *J. Infectious Disease*

The Contractor shall implement an infection control program, which includes concurrent surveillance of patients and staff, preventive services, treatment and reporting of infectious diseases and staff training in accordance with local and state laws. The program shall be in compliance with CDC guidelines, OSHA regulations, the NM State Department of Health regulations and NMCD policies and procedures.

The Contractor shall establish an effective infectious disease program which will meet the needs of patients with HIV/AIDS, TB, Hepatitis, and other infectious diseases. These programs are to be consistent with the department's specific programs, procedures, and protocols for HIV/AIDS, TB, and Hepatitis.

The Contractor shall perform any investigation deemed necessary by NMCD for prevention of

the spread and or location of a source of an infectious process.

The Contractor shall provide educational in-service presentations related to infection control to the contractor's staff, the inmate population and NMCD security staff.

The Contractor shall have a plan in place to respond to any potential infectious disease outbreak such as MRSA, Norovirus, H1N1, Bird Flu, Influenza, Chicken Pox, etc.

The Contractor shall establish a monthly infection control program at each facility that includes the infection control nurse, the medical director, health administrator, nursing director, dentist or dental assistant and representatives from local or state health departments.

The Contractor is responsible for all costs of the infection control program. Responsibility for the infection control program shall be assigned to one staff member at each facility who will complete and forward all reports of communicable diseases required by the New Mexico State Department of Health and State Statutes, maintain statistics required by the NMCD, and generate the report of the safety and sanitation of the medical unit each month.

The Contractor shall administer a Blood borne Pathogen Control Program that includes:

- The proper methods of handling, storage and disposal of biohazardous waste including sharps, needles, syringes and other material used in the treatment of inmates
- The provision of Hepatitis B vaccine to all new employees within 10 working days of being assigned to a job with direct offender contact.
- The Contractor shall pay for Hepatitis B vaccines for NMCD staff.
- The provision of personal protection equipment and devices required for patient care.

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

The Contractor shall adhere to the NMCD's Tuberculosis (TB) Control Program. Offenders and all facility staff are to be screened annually for TB. Inmates and staff with a history of a positive TB will receive a symptom screen once each year.

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

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

The health care administrator will verify that the unit is clean and sanitary and measures are taken to ensure the unit is occupationally and environmentally safe.

#### *K. HIV/AIDS Services*

The Contractor shall be responsible for the costs of all laboratory testing, treatment and management related to HIV disease other than HIV-related pharmaceuticals. The costs of all HIV-related pharmaceuticals shall be the responsibility of the Agency.

*L. Hepatitis Inmates /ECHO Project*

The Contractor shall provide health care and treatment for NMCD inmates who are infected with the Hepatitis C virus in accordance with the NMCD Hepatitis C antiviral treatment protocol. The NMCD has contracted with the University of New Mexico Project ECHO to provide support for Hepatitis C infected inmates in the NMCD correctional institutions.

The Contractor shall coordinate a multidisciplinary treatment team with NMCD Health Service Bureau and UNMH Project ECHO, to provide a comprehensive Hepatitis C program. The Agency shall be responsible for any and all medication costs. The Contractor shall be responsible for the cost of liver biopsy, consults (other than psychiatry) required by the Hepatitis C policy, Hepatitis C viral loads, Genotyping and vaccinations for Hepatitis A and B.

The Contractor shall be responsible for primary care physician oversight for all treatment aspects, in accordance with the NMCD Hepatitis C antiviral treatment protocol including administration of all drugs, etc.; treatment of any and all side effects associated with Hepatitis C treatment; treatment of all conditions associated with Hepatitis C, any and all Hepatitis C screening and diagnostic tests. The Contractor shall be responsible to provide Hepatitis A and B vaccination as indicated to all NMCD inmates who are infected with the Hepatitis C virus. Hepatitis A vaccine is provided at the direction of a provider.

Hepatitis B vaccines are provided to inmates, correctional and health care staff. The first Hepatitis B vaccine series shall be administered to all new employees within 10 working days, and the second and third vaccine doses, according to the CDC schedule.

The Contractor shall be responsible for any diagnostic screening and follow up recommended by the Hepatitis C Treatment Review Committee in accordance with the NMCD Hepatitis C policy.

The Contractor's Regional RN Infection Control/Hep C Coordinator or Health Administrator shall attend and participate in the Hepatitis C Treatment Review Committee and presentation clinics. All facilities' designated HCV Nurse Coordinators shall participate in the HCV Treatment Review presentation clinics.

The Health Administrator and Medical Director shall oversee the HCV Treatment Program at all treating facilities and work in collaboration with the NMCD Health Services Administrator or designee.

The Contractor shall designate an HCV and infectious disease Nurse Coordinator at each facility. The Contractor shall provide to NMCD monthly HCV reports and data of inmates identified with positive Hepatitis C and those undergoing treatment. The Contractor shall also provide a list of inmates that have failed the program by either deciding not to further participate or who have become re-infected with the HCV virus.

The Contractor will follow the NMCD Hepatitis C policy. (See attached examples of recent NMCD Policy CD-176200, Infection Control Plans TB, Hepatitis "A", "B", "C", HIV, Biohazard Waste Management and Decontamination of Medical and Dental Equipment, and revised current policies.)

*M. Disabled Inmates*

All institutions are handicapped accessible facilities and will house a portion of inmates with disabilities. Individuals with CPAP machines may only be sent to the following facilities: Central New Mexico Correctional Facility, Penitentiary of New Mexico, New Mexico Women's Correctional Facility and Western New Mexico Correctional Facility.

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

*N. Chronic Pain Management*

The Contractor and all licensed prescribing staff will be familiar with the World Health Criteria on the management of Chronic Pain, as well as New Mexico Administrative Code 16.12.9 and 16.10.14 (found at [www.nmcpr.state.nm.us](http://www.nmcpr.state.nm.us)), entitled "MANAGEMENT OF CHRONIC PAIN WITH CONTROLLED SUBSTANCES," issued by the New Mexico Board of Nursing and the New Mexico Medical Board, respectively. The Contractor shall develop a formulary regarding pain medications and duration of use that is in compliance with NMCD Policies and Procedures.

*O. Dental Services*

The Contractor shall implement an oral health program under the established NMCD Health Services policies, procedures, ACA, and NCCHC standards of care. The program shall consist of diagnostic preventative, restorative and rehabilitative services.

The program shall provide for the basic oral health needs of the inmate population through:

- The diagnosis of existing oral conditions;
- Services for the relief of pain and elimination of infection;
- Preventive measures to maintain optimal oral health; and,
- Services to restore adequate masticatory function.

The oral health program shall be directed by a dentist licensed in the State of New Mexico. The Dental Director shall plan, organize, staff, direct, evaluate and represent the oral health care program throughout the system. The program shall be staffed by dentists, and certified dental assistants. Dental assistants shall have advanced training in their field so that they can place amalgams under the supervision of the dentist. The Contractor agrees to conduct a work study on the use of dental hygienists, and will work in good faith with the Agency to determine if dental hygienists might be appropriately utilized at some point in the future.

The Contractor shall be responsible for: maintaining the existing oral health equipment in working order; the provision of supplies and materials to ensure a functioning operation; ensuring compliance with OSHA standards; laboratory fees and providing quality services at a level consistent with the American Dental Association (ADA) Standards.

The provision of dental services shall be prioritized in a manner that approximates the following:

- 1) Emergency services for the relief of pain, bleeding, infection, trauma, etc.;
- 2) Diagnostic services and documentation;
- 3) Essential oral surgical services;
- 4) Conservative treatment of the periodontium to include oral hygiene instruction, scaling and root planning;
- 5) Conservative restorative services employing amalgam, composite and stainless steel crown procedures;
- 6) Prosthetic appliances necessary to replace the incising and masticating functions; and
- 7) Complete dental examination and prophylaxis on all inmates every two years.
- 8) The dental program shall track all statistics related to the dental services provided. Dental practitioners shall be available twenty-four (24) hours per day, seven (7) days per week and after-hours on weekends and holidays by telephone for emergency consultation and direction.

The Contractor shall provide dental emergency care consisting of immediate assessment and/or treatment of conditions including, but not limited to:

- 1) Post-operative uncontrolled bleeding;
- 2) Facial swelling that is of a life threatening nature or is causing a facial deformity;
- 3) Fracture of the mandible, maxilla, or zygomatic arch;
- 4) Avulsed dentition – an extremely painful condition that is non-responsive to the implementation of dental treatment guidelines;
- 5) Intraoral lacerations that require suturing to include the vermilion border of the lips.

The Contractor shall provide dental urgent care consisting of treatment that is necessary subsequent to the implementation of dental treatment guidelines such as: fractured dentition with pulp exposure; acute dental abscess; oral pathological condition that may severely compromise the general health of the inmate. Minimally, the Contractor shall ensure that inmates with an **emergency** dental need are seen within 24 hours. Also, the Contractor shall ensure that an inmate with **urgent** dental needs is seen within 72 hours. Urgent care is defined a serious care that is not deemed to be an emergency.

The Contractor shall provide ongoing, routine care defined as conditions that require treatment to restore the form and function of an inmate's oral tissues and are not solely elective or cosmetic in nature such as: caries; chronic periodontal conditions; non-restorable teeth; edentulous and partially edentulous patients requiring replacement; presence of temporary, sedative, or intermediate restorations; broken or nonfunctional prosthetic appliance annual examinations. At minimum, the Contractor shall ensure that an inmate with routine dental needs is seen within 45 days of receipt of a sick call request for treatment.

The Contractor shall ensure compliance with Department dental exempt conditions, which are those conditions that do not fall in the above categories and are not provided by the Department: fixed prosthodontics (crown and bridge); orthodontics; removal of asymptomatic third molars or impactions without pathology; treatment of discolorations, stains, cosmetic defects; ridge augmentations, vestibular extensions/implants.

The Contractor shall be responsible for arranging necessary dental services not available within the New Mexico State Prison Complex services at on-site and off-site community provider facilities and specialty clinics. The Contractor shall contract with an oral surgeon that shall

provide dental services to inmates housed at the following facilities monthly or more often according to inmate need:

- 1) CNMCF
- 2) LCCF
- 3) PNM
- 4) SNMCF
- 5) WNMCF
- 6) NENMDF
- 7) SCC
- 8) RCC
- 9) GCCF
- 10) OCPF
- 11) NMWCF

The Contractor shall be responsible for coordinating security and transportation requirements with the NMCD for inmates requiring off-site dental care.

*P. Ancillary and Other Health Services*

1. Electrocardiogram (EKG) Services

Routine EKG services shall be provided on-site, by the Contractor and shall include the following;

- A. Cardiologist over-reads (Stat) must be reported within thirty minutes, and standard (non-stat) over-reads must be reported within 24 hours;
- B. Printed report of EKG with rhythm strip capability;
- C. Equipment maintenance and service within 24 hours; and
- D. Computerized EKG records that allow for comparison of printouts.

2. Laboratory Services

The Contractor shall enter into a statewide subcontract for all laboratory services, which cannot be provided on-site. The Contractor must assure Clinical Laboratory Improvement Amendment (CLIA) compliance as required for all in-house laboratory services. The Contractor or its subcontracting laboratory shall comply with national and state recommended analytical methods/procedures.

The Contractor shall enter into a statewide subcontract for all laboratory services, which cannot be provided on-site. The Contractor or its subcontracting laboratory/laboratories shall comply with all national and New Mexico laws, rules, regulations and standards regarding analytical methods/procedures. Laboratory services must include a provision for STAT work and "critical level" abnormal values with results available within 4 hours after the specimen is obtained. A written report shall follow.

The following shall apply to laboratory services:

- A. Provision of all laboratory supplies and centrifuge equipment;



- B. Pick-up and delivery on a daily basis, Monday through Friday;
- C. Courier services for STAT lab work;
- D. Computer to provide test results installed at each clinical site; and if by computer, the software necessary for the reports to be available at the central health office of the NMCD.
- E. All lab results, except those requiring a longer processing time, must be provided within twenty-four (24) hours of receipt of specimen;
- F. Contractor or its subcontracting laboratory shall provide a copy of its/their Standard Operations Procedure Manual (SOP) to the NMCD;
- G. The Contractor shall ensure that the contracted laboratory has a quality assurance plan, which includes the calibration and check of reagents.

The Contractor shall provide a utilization report delineating the number of laboratory services provided each month on the health services report.

The following errors shall be reported monthly, by institution, on the statistical form:

- a. The number of clotted samples
- b. The number of contaminated specimens
- c. The number of hemolyzed specimens
- d. Inappropriate sample received for requested test
- e. Lab error (lost in transport or mishandling of specimen)
- f. No order or laboratory slip completed for sample
- g. Discrepancy in inmate name, spelling verification required
- h. Specimen too old for required tests
- i. Specimen inappropriately frozen
- j. Unable to contact facility regarding critical laboratory test (telephone not answered on
- k. Three consecutive tries (one hour apart)
- l. Duplicate order
- m. Verification of NMCD inmate number
- n. Verification of collection date and time required.

A physician or Midlevel Provider (MLP) shall review and sign all laboratory results within 24-48 hours after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and laboratory results. The physician on-call will be notified immediately of all STAT or critical laboratory reports.

Laboratory services shall be available daily at intake facilities and five days per week at other institutions except for STAT lab services.

All abnormal laboratory services shall be brought to the attention of a medical clinician immediately (same day) upon receipt. The medical clinician shall review and make a notation regarding these abnormal results and a plan of care subsequent to the abnormal result.

All laboratory services shall be shared with the inmate at the next possible visit (routine sick call or chronic care visit).

*Q. Radiological Services*

The Contractor shall be responsible for the provision of all radiological services (to explicitly include: CAT scans, MRI, fluoroscopy, ultrasound, and special studies). Ultrasounds are currently provided on-site at most facilities. The Contractor shall ensure all routine X-rays shall be provided on-site at the facility by the Contractor's radiology technician. For facilities that do not have X-ray equipment or facilities with high secure inmates Levels V and VI. The Contractor shall provide mobile X-ray services that have the capability of providing digital X-rays. The Contractor shall make arrangements with a radiology group to provide for the "over-reading" of all on-site radiographs by a "Board Certified" radiologist. The contract established must assure a turn-around time of forty-eight (48) hours for all written reports. For procedures beyond the capability of the equipment on-site, the inmate shall be referred to an off-site health care facility. The Contractor shall be responsible to pay for off-site services.

Positive findings are to be faxed, emailed or telephoned to the prescribing provider within two (2) hours of the X-ray. The on-call physician shall be notified of positive findings if the prescribing provider is not on duty. Documentation of the results shall be recorded in the inmate's medical record.

*R. Optometry and Ophthalmologic Services*

The Contractor shall provide optometry and ophthalmologic services on-site at all facilities. The Contractor or its subcontractor shall coordinate with NMCD for optometry equipment at sites where there is no equipment (e.g., Springer Correctional Facility or the maximum unit of the NMP). The Contractor shall provide eyeglasses as necessary. If a disease process such as diabetes requires additional follow-up of baseline evaluation by an optometrist, an evaluation by an ophthalmologist shall be scheduled as an off-site/on-site consultation by the Contractor. All diabetics will receive an annual dilated fundoscopic exam (DFE). A qualified optometrist shall examine clients with specific complaints.

Waiting time for optometry services must not exceed sixty (60) days. A qualified optometrist shall examine inmates with specific complaints. The delivery of an optometric program must include all medically necessary eyeglasses.

The Contractor shall maintain a program of routine vision testing for near vision as well as far vision. Based upon nursing referrals at intake regarding visual acuity screening inmates shall be afforded the opportunity to receive such services at intervals of twenty-four (24) months.

Inmates who have 20/40 vision or better and at least one eye uncorrected with neither eye being less than 20/40 corrected will not be given glasses unless they are presently wearing glasses or have worn glasses during the last two (2) years. The NMCD does not allow contact lenses in its facilities unless medically indicated; however, inmates are allowed to keep their contacts until corrective lenses (regular glasses) have been made. This process shall be accomplished within 60 days.

Eyeglasses shall be provided as prescribed once every two years or as prescription changes or other medical necessity.

The Contractor shall treat glaucoma in accordance with national guidelines.

In the case of an eye emergency, transient of other visual loss, infection or pain, the Contractor shall immediately evaluate the inmate and make a referral to the ophthalmologist within 24 hours.

Therapy such as laser treatment for cataracts, if required, will be referred to an ophthalmologist.

#### *S. Auditory Services*

The Contractor shall provide an Auditory Services program. Hearing examinations shall be performed by a licensed audiologist when indicated by the health appraisal. Initial audiometry may be performed on-site by an appropriately trained health care worker. The Contractor shall provide hearing devices and/or treatment as prescribed. If amplification is required, only one hearing aid will initially be provided at the Contractor's expense. Replacements will be provided on an individual basis dependent upon circumstances and need.

The auditory program shall be beyond the use of a tuning fork and available at all intake facilities.

In addition to the appliances, batteries to assure the appropriate use of hearing devices shall be paid for by the Contractor.

#### *T. Periodic Health Appraisals*

Inmates fifty years of age and older will include a focused history and physical and review of systems annually. The health maintenance update will be performed on alternate years for persons under fifty years old. A protocol defining the extent of the periodic health assessment taking into consideration the age, sex, and health needs of the inmate population.

#### *U. Physical Therapy and Rehabilitative Medicine*

The Contractor shall provide physical therapy (PT) services in the identified facilities, and at a staffing level detailed in the minimum required staffing plan. The Contractor shall provide all equipment and supplies necessary for a fully functioning physical therapy delivery program. The Contractor shall develop a centralized on-site PT schedule. Preferably, the care shall be rendered on-site, but in cases requiring higher level services, appropriate referral and utilization of community based resources may be necessary. The Physical Therapist shall participate in a telemedicine referral for evaluation of inmates at sites that do not have physical therapy. The physical therapist shall also participate in the presentation of inmates for tele-medicine orthopedic specialty consults at the following facilities: CNFCM, NMWCF, and WNMCF.

The physical therapist, in collaboration with the NMCD, shall develop guidelines and instructions for the use of weights at all facilities.

#### *V. Sexual Assault*

Any sexual conduct including contact performed with full consent of the participating parties is to be considered sexual assault. The Contractor will follow the NMCD directive entitled "The Contractor will follow NMCD directives and standards promulgated by the Prison Rape Elimination Act Federal Register Vol. 76 No. 3 February 3, 2011 and New Mexico Corrections Policy CD150100 Offender Protection Against Abuse and Sexual Misconduct revised 2/10/15,

NM CD150102, Coordinated Response to Sexual Assaults, NCCHC and ACA Standards.

The initial assessment of an alleged sexual assault must include an assessment of the injury and determination of immediate health needs, the provision of emergency care for trauma and determination if the sexual assault was recent. Testing and prophylactic treatment against sexually transmitted diseases shall be initiated. The contractor will work in conjunction with the facility PREA coordinator from corrections to establish a MOU between the facility and the Contractor and the county hospital to provide a nursing specialist qualified and certified to perform forensic examinations of sexual assault victims, to ensure proper victim care, and proper collection of evidence.

As part of new employee orientation training and annual in-service training, all Contractor's employees and subcontractors must receive training in sexual abuse, sexual harassment and sign an acknowledgement of the Department's zero tolerance policy. The training shall include how to recognize signs and symptoms of sexual abuse, or misconduct, ways that offenders may report incidents of sexual conduct and the right of the offender, employee or contracted staff to be free from retaliation for reporting sexual abuse.

*W. Intra-system Transfer*

All inmates transferred from one facility to another must be accompanied by the inmate's chart, MAR, medications and an intra-system transfer form. The form shall include information regarding medical dental and mental health diagnosis, medications, chronic care conditions and pending health referrals.

The intra-system transfer forms shall be reviewed by health professionals within 12 hours of arrival to ensure continuity of care. If the inmate lacks a mental health assessment, health assessment, annual physical exam, then it shall be completed by the receiving facility.

*X. Preventative Services*

Routine and preventive health care shall include the following:

1. Initial intake exam and diagnostic testing
2. Dental exam including Panorex
3. Prostate/PSA screening as appropriate
4. Breast, pelvic and pap smears
5. Mammogram (see woman's health)
6. PPD or equivalent/ chest x-ray annually
7. STD testing as indicated
8. Pneumovax, Flu Vaccine, DT Booster
9. Hepatitis B vaccinations.

Please refer to the Preventive Health Care Guidelines by the Federal Bureau of Prisons Clinical Practice Guidelines April 2013 <http://www.bop.gov/news/medresources.jsp>

*Y. Healthy Lifestyle Promotion*

The concepts of health promotion and disease prevention shall be inherent in the delivery of comprehensive health care program to the inmate population. The Contractor shall develop and

implement an inmate health education program minimally utilizing posters and pamphlets and stressing health promotion and disease prevention. Specifically, this shall include, but not be limited to: heart healthy diets, obesity, and risk-behavior reduction for Hepatitis B and C infection, TB, HIV infection and other sexually transmitted diseases. The Contractor shall provide a health care provider that assumes the responsibility of a health educator at each facility.

The duties of the health educator shall include:

1. Development of facility based educational classes/groups on a bi-weekly basis for inmates with chronic care conditions such as diabetes, hepatitis C. Notices of educational classes shall be posted at medication lines, housing units, medical unit, etc.
2. Medication education for inmates on psychotropic medications;
3. Collaboration with the physical therapist for handouts or videos for exercises for inmates with muscle or other injuries, e.g., back, shoulder, etc.;
4. Development of bulletin boards with appropriate educational material;
5. Nursing/provider educational handouts (in English and Spanish) provided to inmates during health encounters;
6. Follow-up instructions for inmates discharged from the hospital, emergency room or specialty consults.

Nutritional information shall be provided to the inmates in the form of a handout on the caloric content of items available for purchase in the Commissary.

The Contractor shall provide OSHA training to inmate medical unit workers and laundry workers related to the hazards and proper handling of biohazard material.

Disease or specific health education shall be documented in the medical record.

All health education material shall also be provided in the inmate library so that inmates that do not use sick call services have the opportunity to review health education materials.

#### *Z. Space, Equipment and Supplies*

NMCD, Health Services Bureau will provide the equipment currently in place at each facility. The NMCD will be responsible for reimbursement for the initial capital start up medical equipment requirements of any new facility during the term of the contract. The Contractor will be responsible for purchasing any new equipment with a unit cost of less than \$500. The Contractor will set up an escrow account of \$250,000 per year for new equipment each year. The cost of the equipment, purchased, leased or rented will be charged against the \$250,000 per year (as adjusted) maximum. The Contractor will provide a list of requested equipment needs and proposed method of acquisition to NMCD for approval prior to the purchase, lease or rental of equipment. Any unused funds will be returned to NMCD. The Department will initially provide new facilities with basic medical equipment. The repair of any equipment will be the sole responsibility of the Contractor. Upon termination of the contract, all equipment shall remain or become the property of the Department.

Contractor will establish a preventative maintenance program, acceptable to the NMCD for all medical equipment. Reports required by this program will be submitted to the NMCD as required. Upon termination of the contract, all equipment shall remain or become the property

of NMCD. With respect to the telemedicine system, the Contractor will pay for maintenance agreements for all hardware/software and telecommunications circuits connected with this telemedicine system. The Contractor will retain and pay for an Information Technology person to ensure that the telemedicine and EHR system remains functional and to troubleshoot all problems, in conjunction with NMCD Central Office Information Technology Division.

The Contractor will provide medical libraries at each site to include at a minimum of a current medical dictionary, Physician's Desk Reference (PDR), Pharmacology Reference, NCCHC and ACA standards, Joint Commission on the Accreditation of Health Care Organizations (JCAHO) Ambulatory Care Standards (and at the female facility(s) a text book on OBGYN conditions) and other current (publications within the last 4 years), medical texts and books or journals as recommended by the CQI committee, and approved by NMCD.

The Contractor acknowledges that it has received and examined a list of all of the health care/dental equipment which is incorporated into this Agreement, and accepts this equipment in its as-is condition. The NMCD shall be under no obligation to provide any additional equipment except as Contractor and the NMCD may agree in writing.

Each item is to be conspicuously identified with the NMCD's I.D. # (tag) provided by NMCD Finance and Accounting Staff to ensure accurate and complete identification, physical location and recording either as a fixed asset or expense item, which would require different tags. The Contractor will provide the NMCD with a computerized listing of equipment that it provides at any facility or location. This listing is to include a sufficient description so that each item can be distinctly identified; it shall include the type of equipment, brand, model, color or style, serial number and location by room and facility designation, as appropriate. Contractor will assist the NMCD in its annual inventory of medical and non-medical equipment located within each facility's health care areas. This inventory will be done on an annual basis. If the term of the contract expires or is terminated, the Contractor agrees that when the Contractor leaves, the equipment will be in as good condition/working order as when it was received. In the case of riot or natural disaster, the NMCD shall replace equipment that is destroyed or becomes inoperable as a result of said riot or natural disaster. The Contractor shall be responsible for all clinical and administrative supplies necessary to carry out the performance specifications of this contract.

The Contractor shall establish and maintain an equipment maintenance database which shall include an equipment inventory as well as maintenance provided. NMCD must have access to this database. At a minimum the database will include:

1. Inventory item by description (e.g., furniture intravenous pump, wheel chair)
2. Date of purchase
3. Cost at time of purchase
4. Serial no of equipment if available
5. If purchased for a particular inmate (inmate number)
6. Delivered to inmate date (if applicable)
7. Monthly inspection date
8. Inspection outcome (condition of equipment)
9. Repairs needed (if applicable)

10. Cleaned monthly date (if applicable)

*AA. Secondary Health Care Services*

The Contractor shall make referral arrangements with specialists off-site, for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. The Contractor shall pay all costs of such care by licensed specialists and other licensed service providers. The Contractor shall identify in their response, a plan to arrange for appropriate specialty clinics to be conducted on-site at the various institutions as is medically necessary and based on the operational needs of the institution. NMCD has a high interest in maximizing on-site specialty care to avoid inmate transport and off-site security costs. The Contractor shall endeavor to consolidate the scheduling of appointments and services for inmates with community physicians, hospitals and other health care providers and services to minimize the impact upon security staff, and available vehicles.

The Contractor will maintain contracts for specialty services, such as, but not limited to: dialysis, telemedicine, tele-radiology, and other off-site and on-site specialty clinics. All subcontracts are subject to approval from NMCD Health Administrator prior to commencements.

All recommendations involving any special procedures or non-routine follow-up must be communicated by mail, verbally, facsimile or electronically between the consultant and the primary care physician within five working days of the consult. Each activity must result in a legible report in the inmate's medical record of the encounter. Inmates returning to their resident institution must have a typewritten report from the consultant within seven (7) business days of the encounter that contains the following:

1. Reason for the consult
2. Appropriate exam/lab findings
3. Diagnosis
4. Discharge Plan
5. Follow-Up Appointment

*BB. Provider Network Overview*

The Contractor shall establish a provider network across New Mexico for the delivery of inmate health care for all custody levels outside of the NMCD primary care physician scope such as consults, specialty care services, and inpatient and outpatient facility services. These services shall be provided by network providers on-site at NMCD facilities in a clinical setting or at the network providers' facilities. The Contractor's network shall employ New Mexico board certified or eligible medical staff throughout the life of the contract.

The Contractor shall adjust the provider network and services as necessary to compensate for changes made by the NMCD due to facility capacities, acuity levels, and custody levels. These changes may occur frequently over the life of the Agreement. NMCD shall keep the Contractor informed in a timely manner regarding new prison facilities in New Mexico and any other significant movement of inmates that may alter the requirements of the Provider Network. The Contractor is required to modify/expand the Provider Network to meet these changes prior to the opening of a new facility or a change in mission of an existing facility.

The Contractor shall establish and maintain an accurate, up-to-date, online, regional list of network providers including their specialty, sub-specialty, work address, work fax number, work telephone number, and proximity to the requesting location. The Contractor shall provide easy access to this list, updating it monthly with any changes.

The Contractor and NMCD shall make their best efforts to ensure that the following minimum requirements are met:

1. Routine appointments for specialty care shall not exceed four (4) weeks.
2. Urgent appointments shall not exceed 48 hours.

#### *CC. Claims Processing*

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

The Contractor shall be able to receive and process all claims in a variety of media including paper, electronic and Web Portal. Contractor shall describe process for accepting and processing these claims in accordance with all relevant standards and regulations.

The Contractor shall adjudicate 95% of all clean claims (as that term is defined by New Mexico law), including appeals, within thirty (30) calendar days from the date of receipt of such claims; however, if the claim or appeal requires a review by the NMCD, the thirty (30) calendar days shall suspend until the appeal is returned to the Contractor.

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

The Contractor is responsible for managing STMII (Short Term Medicaid for Incarcerated Individuals-see section 7. E. of RFP). The Contractor shall be responsible for rejecting claims for community hospital inpatient services for Medicaid-eligible inmates and notifying providers to submit their claims directly to New Mexico Medicaid.

#### *DD. Utilization Review*

The Contractor shall establish a Utilization Management Program for off-site referrals including subspecialty and inpatient stays. The Program shall include non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, and prospective denial, discharge planning and prior authorization of targeted procedures. The Utilization Management program shall demonstrate that access to services is appropriate and timely. The Contractor's corporate office utilization management department shall have five (5) working days to respond to "NON-URGENT" consultation requests.

1. Any consultation request for which there is no corporate office response within five (5) working days shall be scheduled and carried out. In the event that the on-site NMCD



- Health Administrator are unable to agree, the NMCD Health Administrator shall review the inmate's clinical condition and record make a decision which will be final.
2. An inmate's discharge date will not be considered when approving, denying or deferring an off-site request. In the event that the Contractor finds that the discharge date affects the consideration of the off-site request, he/she will discuss the case with the NMCD Health Administrator. The decision of the NMCD is final.
  3. The Utilization Management program must demonstrate that access to services is appropriate and timely, the use of outside services is medically indicated, and that length of stay (if applicable) is neither longer nor shorter than medically indicated.

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

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

*EE. Inpatient Infirmary: Medical Care Services*

The NMCD currently provides a 36 bed inpatient infirmary known as the Long Term Care Unit (LTCU) and a 32 bed Extended Care Unit (ECU) for male and female inmates located at the Central New Mexico Correctional Facility (CNMCF) in Los Lunas, NM. It is 20 miles south of Albuquerque, NM. The LTCU and ECU require seven (7) days per week, 24 hours per day on-site registered nurse (RN) coverage.

The Contractor shall manage and utilize the LTCU, the ECU and the inpatient psychiatry at the Mental Health Treatment Center (MHTC) to reduce off-site hospitalizations, and provide skilled nursing care to inmates that cannot be maintained in general population.

The Contractor shall maintain all negative-pressure three (3) isolation rooms by obtaining appropriate certification, at appropriate intervals, as dictated by Community Hospital Standards.

The Contractor shall maintain a minimum of two rooms available in the LTCU for female inmates.

The Contractor shall assure that the ductwork in the LTCU is cleaned at least once per year.

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

The inpatient psychiatrist on call must be a board certified or qualified psychiatrist.

LTCU, ECU and MHTC rounds and progress notes shall be performed according to NMCD

policies. Patients shall be evaluated by a physician no greater than 24 hours of arrival or at the earliest practical time depending upon the inmate's clinical condition is required.

A complete in-patient record, utilizing the "Problem Oriented Medical Record" format, will be opened for each patient admitted to the inpatient infirmary LTCU, ECU and the MHTC. A complete physical examination (CPE) is to be completed within 24 hours of admission. At the time of admission, an admitting note must be completed. The care plan must include a working differential diagnosis, medical condition and prognosis, expected length of stay, the need for vital signs and the need for any additional diagnostic studies.

All inpatient infirmary LTCU, ECU and MHTC encounters shall be documented in the inmate's medical record.

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

*FF. Tertiary Health Care Services*

The Contractor shall be responsible for the provision of tertiary services to include the provision of hospitalization as needed off-site. NMCD has a high interest in providing off-site hospital care in close proximity to the correctional facilities when possible to reduce inmate transport and off-site security costs. Utilization of existing or future telemedicine options are highly desirable and it is expected that utilization of this modality will be maximized by the Contractor to decrease off-site transports. Secure wards are preferable for inpatient hospitalizations. The Contractor shall be responsible for the provision of tertiary medical care services to include the provision of hospitalization and ambulance transport (ground and air). The Contractor is encouraged to use appropriate specialty consultants in the local areas for specified cases and also for hospitalization in the case of urgent or emergency conditions.

Hospitals currently utilized include the following:

- University of New Mexico Hospital, Albuquerque
- Lovelace Medical Center, Albuquerque
- Presbyterian Hospital, Albuquerque
- Heart Hospital, Albuquerque
- Christus St. Vincent, Santa Fe
- Cibola General, Grants
- Union County Hospital, Clayton
- Memorial Medical Center, Las Cruces

The Contractor shall negotiate with appropriate community hospitals, clinics, and consultants to provide off-site consultations and emergent and elective hospitalizations. The Contractor is responsible for off-site medical care in hospitals and clinics that are in close proximity to the facilities (to reduce NMCD correctional officer overtime and ground transportation costs).

The Contractor shall specifically coordinate off-site hospital care in close proximity to the

*Case*

following facilities located rural areas: LCCF (Hobbs, NM), OCPF, (Chaparral, NM), GCCF (Santa Rosa, NM), NMWCF (Grants, NM), WNMCF (Grants, NM), Springer Correctional Facility (Springer, NM), and Clayton Correctional Facility (Clayton, NM).

For off-site psychiatry hospitalizations, a Joint Powers Agreement exists between NMCD and Behavioral Health Institute in Las Vegas, NM for female or male inmates who cannot be treated adequately within NMCD facilities. All off-site psychiatry hospitalizations to the Behavioral Health Institute in Las Vegas, NM must be approved by the NMCD. All such hospitalizations shall be the expense of the Contractor.

*GG. Dialysis*

Contractor shall maintain on-site patient dialysis at CNMCF. This shall be achieved by subcontracting these services with a licensed contractor with oversight by a board-certified nephrologist. Potential Contractors shall provide in their bid proposal the estimated annual cost of routine standard dialysis maintenance for a single dialysis patient. This assumes thrice weekly hemodialysis, and all associated standard medical costs including dialysis materials, but excluding pharmaceuticals such as Epogen.

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

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

The Contractor shall provide inpatient consultation and outpatient nephrology specialty clinic services for the purpose of evaluating and managing inmates who require the services of a Nephrologist.

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

In the event of service interruption for whatever reason, the Contractor shall be responsible for providing uninterrupted dialysis treatment and shall take whatever steps necessary to ensure that services are provided. The Contractor shall identify an alternate site for dialysis for each inmate at their scheduled treatment time until the on-site services are again

functional. In the event that services or equipment is non-functional the Contractor shall be responsible for the cost of custody to transport the inmate to the alternate site and the cost associated with the provision of dialysis treatment at the alternate site.

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

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

The Contractor shall develop renal dialysis QI plan and renal dialysis Infection Control programs, which must to be approved by NMCD within 90 days of the contract effective date. For on-site renal dialysis, the Contractor shall assure that the renal dialysis provider documents all treatment in the NMCD health record.

#### *HH. Transplants*

The Contractor shall be financially responsible for the costs associated with all corneal transplants. The Contractor shall **not** be financially responsible for the costs associated with any other type of transplants, including but not limited to heart, liver, kidney or bone marrow transplants, including pre-operative care, and/or post-operative care. The Contractor will **not** be fiscally responsible for the cost associated with experimental treatments.

#### *II. Palliative and Hospice Care*

The Contractor and NMCD shall maintain and regularly review guidelines for the care of the terminally ill and dying patient inmate. There is one hospice unit located at the CNMCF.

#### *JJ. Electronic Health Record*

In order to provide constitutionally adequate medical care to patient-inmates and to help determine the strategy for completing NMCD's Clinical Data Repository (CDR) and pharmacy systems, a review of electronic health record options has determined that the best strategy moving forward is to procure an Electronic Health Record (EHR) software solution.

Accordingly, the Contractor will cooperate and work with the NMCD to develop and implement a long-term EHR solution. The Contractor will assist the NMCD in the selection and transition of a new EHR system and in the ongoing management of the relationship with any EHR vendor. If the Agency determines at its discretion, and has sufficient appropriations, to pursue implementation of an EHR solution, it may contract directly with the selected EHR vendor for the system, implementation and support and may decide at its discretion to have legal title and right to the EHR system licenses. The Agency shall be responsible for all costs associated with purchase of the EHR hardware and software systems, implementation, training of Agency and Contractor staff, conversion of paper and other pre-existing data into the EHR, and all other costs associated with the EHR system.

#### *KK. Data Fidelity and Retention upon Termination*

Upon expiration or termination of this Agreement, unless Contractor is awarded by NMCD the immediately succeeding contract for inmate health services, Contractor shall transfer all EHR system software and all inmate-related paper and data files located at each facility to NMCD.

1. Patient Information Retained by NMCD;

This will include all inmate health care records, chronic care databases, and all inmate healthcare-related logs. This will not ordinarily include inmate-specific claims and pharmacy information kept at Contractor's corporate office, but NMCD may request, and if so, Contractor must provide this information to NMCD in an individual case where there is a legitimate dispute between the parties regarding that individual case.

2. Proprietary Information not Transferred.

Other data files of a proprietary nature, not consisting of inmate health care records, remain the property of Contractor.

Contractor is responsible for entering all medical data, including that required by NMCD, into the proper system.

*LL. Nutrition and Therapeutic Diets*

Medical Diets: a diet program will be developed by the contractor in collaboration with NMCD HSB and food services registered dietitian to provide therapeutic support to patients with chronic or acute conditions that require additions and or deletions of specific elements of a diet.

1. The Contractor will responsible for providing all nutritional supplements prescribed by a medical provider including maintenance and /or hyper alimentation solutions.
2. Therapeutic diets must meet the special nutritional requirements based on specialty standards with modifications for each individual.
3. The Contractor is responsible for the assessment of nutritional requirements and management of medically necessary diet orders.
  - a) Therapeutic Diets must be prescribed by a clinician.
  - b) All medical diets must be appropriately communicated to Food Service staff with start and end dates. Every coordinated effort should be made to ensure that inmates on special diets receive and consume such diets.
  - c) Diet requirements must be regularly reviewed and renewed as required by the patient's condition.
  - d) Providers and nurses must engage inmates in health teaching with regard therapeutic diets during all encounters.
  - e) Providers and nurses must engage inmates in health teaching with regard to nutrition as part of as part of an on-going health promotion disease prevention program of care.
  - f) Medically necessary diets include but not limited to:
    - ✓ Bland Diet (no spices, onion, tomato, peppers)
    - ✓ Cardiac Diet (reduced salt and fat)
    - ✓ Dental Mechanical (liberal texture modification, chewing problems)
    - ✓ Diabetic Diet

- ✓ Diabetic HS Snack
- ✓ Enhanced Calorie (pregnancy/low BMI)
- ✓ Hypo Allergenic Diet
- ✓ Low Protein, Low Sodium (Hepatic)
- ✓ Low Residue Reflux Diet
- ✓ Renal Diet
- ✓ Clear Liquid Diet (3-day max)
- ✓ Full Liquid Diet (5-day max)
- ✓ Long Term Full Liquid Diet
- ✓ Regular Sack Lunch
- ✓ Non-Formulary Diet Order

*MM. Emergency Preparedness/ Medical Disaster Plan*

The Contractor will collaborate with the Warden, the Emergency Coordinator and other on-site correctional staff to establish written procedures to support continuity of medical services operations during a disaster, such as fire, tornado, earthquake, epidemic, riot, strike, or mass arrests. The plan must include a strategy for maintaining medical operations for an extended period of time. This includes identifying essential medical functions and key employees to carry the plan out and employee training on the plan. One part of this strategy must be to ensure that vendor sub-contractors who provide essential medical goods or services have planned for such emergency situations and put contingencies in place to provide needed goods and services.

1. The Medical Disaster Plan will include the following elements:
  - A. Communications system
  - B. Communication with and direction from command post
  - C. Recall of key health care staff
  - D. Assignment of health care staff
  - E. Establishment of a triage area
  - F. Triage procedures
  - G. Safety and security of the infirmed inmate and staff areas
  - H. Onsite emergency services for staff, volunteers, visitors, and vendors
  - I. Use of emergency equipment and supplies
2. The written procedures must be approved by and submitted to the Warden and the Emergency Coordinator at each facility, and must be submitted to NMCD HSB.
3. The Contractor will implement procedures within thirty (30) days of assuming the contract for the delivery of medical services in the event of a disaster. These procedures will be implemented by the on-site Health Services Administrator at the direction of the on-site correctional staff.

*NN. Correctional Employee Services*

The Contractor will be expected to provide general and ordinary occupational health care services for NMCD employees who work in the prisons. All cadets in the NMCD academy are also provided with the opportunity to become vaccinated against Hepatitis B. The Contractor will provide annual TB testing and or chest x-rays as indicated. The Contractor will also provide fit testing for respirators.

Additionally, the Contractor shall support the requirement for Health Services Staff Orientation at NMCD sponsored training. The Contractor will be expected to provide services (available on computerized tracking records) for NMCD personnel. The number of new and annual employee health services to be provided will be available to the Contractor.

*OO. Safety, Sanitation, and Infection Control*

The Contractor is responsible for all costs associated with safety, sanitation, and infection control including training staff, implementing the proper methods of handling, storage and disposal of biomedical hazardous waste; to include sharps, needles, syringes and other materials used in the treatment of the inmates. These procedures shall comply with OSHA standards, the Centers for Disease Control, the New Mexico Department of Health (Public Health Division) and NMCD policies and procedures. One licensed nurse at each facility and/or satellite clinic shall be designated as the infectious disease control nurse, and will be responsible to report infectious disease data as required by the NMCD Health Services Bureau. These reports must be received by the NMCD Health Services Bureau within 30 days of the end of each month for the previous month. The infectious disease nurse shall be responsible for generating the report of the safety and sanitation of the medical unit each month.

The Contractor is responsible for training its staff and implementing the proper methods of handling, storage and disposal of biomedical hazardous waste. This includes needles, syringes and other materials used in the treatment of the inmates. The Contractor shall be responsible for maintaining compliance with all federal, state, and local infection control policies, procedures, guidelines and standards. The Contractor shall be responsible for staff training, staff and patient protection devices, and other requirements mandated by law, rules, and regulations.

The Contractor shall participate in monthly safety and sanitation inspections of the institution food service, housing and work areas with designated NMCD personnel at each institution. Contractor shall make appropriate recommendations for corrections of discrepancies.

The Contractor shall implement the medical care services program at each facility in compliance with all federal, state, and local laws, rules, regulations, requirements, and policies concerned with safety, sanitation, infection control and the disposition of medically- related infectious material and hazardous waste.

*PP. Continuous Quality Improvement (CQI) Description*

The Contractor will institute a program of CQI or equivalent, Quality Assurance, Professional Peer Review, Utilization Management, and Mortality Review at each facility for medical, dental, mental health, and psychiatry services, and will include, but not be limited to, quarterly audits and medical record reviews provided to the NMCD HSA or designee. Physician and midlevel peer review shall occur annually. Within three (3) months of the initiation of the contract, the Contractor must provide evidence that a CQI Program is in place to include monthly meetings of the CQI committee. The CQI program must use a multi-disciplinary committee and must involve all health care staff during the calendar year.

Mortality review and evaluation of off-site care must come under the scope of the CQI program. Minutes of all CQI and peer review meetings will be forwarded to the NMCD Health Administrator within fourteen (14) days following each meeting.

The Contractor shall implement a program for monitoring, evaluating, and improving the quality and appropriateness of care and services being provided. This program shall be designed to meet the standards of NCCCHC and ACA. The CQI program shall primarily focus on medical outcomes or interventions that have been shown through evidence-based medicine to favorably change clinical outcomes. Sample examples include: vaccinations in high-risk inmates, Hg A1C, and screening for diabetic retinopathy. This program shall also meet the NMCD Psychiatry Standards of Care, NMCD standards and policies, and community medical standards of care. The Contractor shall report on identified deficiencies with corrective action plans (CAP's) on an as needed basis to the NMCD.

The medical staff will convene regularly with the NCMD Health Administrator or designee to discuss issues relevant to medical, dental and psychiatric care in the system. The NMCD will designate an individual to serve as the chairperson of the CQI program. The meetings will generally occur monthly (unless waived by NMCD) but no less than ten (10) calendar times each year. Attendees will include the regional office staff, staff physicians, site administrators, director of nursing, representatives of mid-level practitioners, medical record staff and other employees invited to attend.

The CQI committee shall perform the following functions:

1. Review of the total operations on an annual basis
2. Conduct studies of health services on a monthly basis at the institutional level
3. The CQI program must include both process and outcome studies, cover all aspects of care provided, use multi-disciplinary committees and involve all health care staff during the calendar year; analyze issues identified through the quality improvement process
4. Develop corrective action plans, take corrective action and evaluate their effectiveness
5. Peer Review:  
The Contractor will conduct a peer review process which is a discipline approach whereby the work of all providers will be reviewed annually
6. Mortality Review:  
The Contractor shall manage a formal mortality review process consistent with NMCD policies and procedures.
  - A. Reviews shall encompass the presumed cause of death, factors that may have contributed to the death, an assessment of treatment and care provided to the inmate in weeks leading up to the death, as well as any other pertinent information necessary to assure that all appropriate measures necessary for the care and treatment of an inmate have been taken.
  - B. In the case of a death review that discloses an opportunity for improvement in the



- processes or delivery of care, whether the care was rendered was within community standards, a corrective action plan will be developed.
- C. The Contractor will be responsible for establishing and providing evidence of a formal mortality review process at each contract site.
  - D. The Contractor shall establish a mortality review process as detailed in the proposal. The NMCD Medical Director must be informed as soon as feasible of any death regardless of circumstances as soon as practical, not to exceed six (6) hours after the event.
  - E. A preliminary report of the mortality review shall be submitted by the site Medical Director or Regional Medical Director to the NMCD within forty-eight (48) hours of the inmate death.
  - F. A final mortality review will be completed and sent to the NMCD, no later than thirty (30) days after the death.
  - G. In the event the autopsy report, etc., is not available to meet the deadline, the NMCD will be notified (in writing) and the Contractor will be given a written 30-day extension.
  - H. The Contractor, at no cost to NMCD, in all instances where cause of death determination requires a "toxicology" screening, the cost shall be fiscally responsible to the Office of Medical Investigation (OMI) per their published fee schedules for "expedited" toxicology evaluation and report.

#### 7. Monthly and other Reports:

The Contractor shall provide routine monthly reports as well as share with the New Mexico Corrections Department any available information from their Management Information System upon request.

Monthly reports shall be submitted to the agency no later than the tenth of each month following the month the report reflects (see Appendix M of RFP; Health Services Report & Statistics). The Health Services monthly reports provided by the Contractor will include, but will not be limited to:

1. Infectious Disease
2. Chronic Disease
3. Population profile by age and disability
4. Heat Stratification
5. Sick call utilization
6. Missed appointments including rationale for corrective action for missed appointments
7. Infirmary and Hospital utilizations
8. Specialty consults on and off-site
9. Telemedicine visits by specialty
10. Staff vacancy per institution
11. Safety and sanitation reports delineating the status of the medical area
12. Grievances, nature of complaint, summary of response
13. Suicide watches, completed suicides and self-harm resulting in off-site transportation
14. Pharmacy reports by category of medication and no of inmates
15. Other reports as deemed necessary by the NMCD, **including but not limited to all reports and statistics delineated in ore required pursuant to Appendix M of the**

**RFP.**

Statistical information provided in reports (such as total number of inmates receiving psychotropic medication or total number of inmates seen in chronic clinic, etc.) shall not be marked or designated as proprietary, and the Contractor understands that such information may be released or disclosed to the public at the discretion of the NMCD and in accordance with the Inspection of Public Records Act and other applicable state and federal laws.

*QQ. Performance Measures*

NMCD has developed performance criteria and measures to monitor the healthcare services program objectives, to include but not be limited to:

- 1) Adherence to American Correctional Association, National Commission on Correctional Healthcare standards and NMCD policies and procedures;
- 2) Infection control related to communicable diseases in accordance with CDC recommendations and New Mexico Public Health laws;
- 3) Continuity in care for chronic disease management;
- 4) Management of referrals to a higher level of care outside of the facility;
- 5) Evidence based criteria utilized by licensed medical professionals within the scope of their practice;
- 6) A venue for the NMCD continuous quality improvement (CQI) program; and
- 7) **Adherence to all of the Performance Measures delineated in Appendix K of the RFP.**

Performance Measures

The minimum acceptable threshold of compliance for each performance monitoring standard is an overall compliance rating of 85%. The vendor's staff is required to participate in the NMCD review process by performing the actual reviews at the sites. NMCD staff and the vendor will work collaboratively in achieving on-going compliance and joint action plans to address deficiencies. The monitoring criteria will be reviewed annually for content and objectives.

APP - K

**1. Payment Adjustment for Non-Performance**

The Agency will not impose payment adjustments for the first 180 days of the Agreement. However, a performance measure "Calendar" will be prepared for all facilities during the first 180 days and thereafter. The performance measure review will be applicable to the NMCD facility's mission (i.e., Intake facilities will utilize "Intake Screening" measure, as it is relevant to the mission of the facility). The Contractor staff will be responsible to perform 2 reviews per month at each facility. The NMCD will review the performance measure results on a monthly basis in monitoring the Contractor's service delivery. The threshold for each performance criteria in the NMCD facilities is at least 85% compliance with the required criteria of the performance measures/CQI tools. If the review does not meet the threshold of 85% or above, the site Administrator must prepare and implement a performance improvement or corrective action plan within 15 days, which includes a time frame to re-evaluate that measure.

The NMCD administrative staff may independently perform a performance measure review at the site(s) as deemed necessary. The NMCD staff will use the performance measure tools as included in this RFP, or others as mutually developed with the Contractor. At the outcome of the review, the NMCD staff will complete a report with the results. Non-compliance issues

identified by NMCD monitoring staff will be identified in sufficient detail to provide the Contractor with the opportunity for correction. If the review does not meet the threshold of 85% or above, the site Administrator must prepare and implement a performance improvement or corrective action plan.

The Contractor will have thirty (30) working days from the time of receipt of written notice from the Agency of specific deficiencies to cure any deficiencies related to individual performance measures that were scored less than the eight-five percent (85%) threshold. Those performance measures that scored below the threshold will be re-audited or monitored by the vendor, or NMCD staff. After the first 180 days, penalties may be assessed by the Agency at its discretion based on a repeat failure of those measures that remain below the 85% threshold. The Agency will consider whether the Contractor has made significant improvements in meeting a performance measure even though the performance measure still falls below the eighty-five percent (85%) threshold before assessing any penalties.

In the event the Contractor disputes any of the noted deficiencies in the written performance measure reviews completed by NMCD staff, the Contractor shall be required to inform the NMCD of such dispute within fifteen (15) working days of receipt of the written review findings. The Contractor shall describe in writing the basis for the dispute, and provide any necessary back-up documentation to support its position regarding the dispute. The Parties shall work together in good faith to resolve the dispute.

Repeat instances of failure to meet contract compliance or to correct deficiencies may result in imposition of penalties as specified in the paragraph below or a determination of Breach of Contract.

On a quarterly basis, the NMCD may impose non-performance penalties, in the amount of two thousand five hundred dollars (\$2,500.00) per violation, for any applicable monitoring tool performance measure that demonstrates less than 85% compliance, after 2 consecutive reviews.

*RR. Data Communications*

“Data Communications” is defined in this request for proposals as all systems for digital data transmission which allow for secure communication from the point of entry to the New Mexico Corrections Department facility, out to access a proprietary or common carrier of digital information to central IT operations at New Mexico Corrections Department, including software and such hardware as to access that distribution system; but only for such scope of work as defined herein.

The Contractor will be billed monthly for all telecommunication circuits to private facilities, and the ISDN line. These communication circuits are used for the Telemedicine system.

Any device that requires a network connection that will be placed on the NMCD network must first get approval from the NMCD ITO before it is placed on the NMCD network.

1. Data Communications includes Telemedicine System

The Contractor will be billed monthly for all telecommunication circuits to private Facilities, and the ISDN (Integrated Services Digital Network) line or comparable broadband access. These communication circuits are used for the Telemedicine system.

2. New Mexico Corrections Department ITO Approval of Devices

Any device that requires a network connection that will be placed on the NMCD network must first get approval from the NMCD ITO before it is placed on the NMCD network.

3. Federally Supported Broadband Telehealth Services and Telecommunications System

Contractor shall investigate, and if feasible propose a method of implementation within the first year of contract, a feasibility study of the integration of Broadband Telehealth Services such as HHS National LambdaRail (NLR) IT system into New Mexico Corrections Department medical operations. Of note, such organizations such as the Los Alamos Scientific Laboratories (LASL) in Los Alamos connect to National LambdaRail through systems already present in Santa Fé.

4. National Emergency Communications Plan

Office of Emergency Communications (OEC) in the Directorate for National Protection and Programs at the U.S. Department of Homeland Security has developed National Emergency Communications Plan (NECP) to support and promote the ability of government officials and emergency responders to continue to communicate in the event of a natural disaster, act of terrorism, or other disaster, and to ensure and advance interoperable emergency communications capabilities nationwide<sup>1</sup>.

- The State Prison systems may be candidates for IT support as critical communications elements in disaster preparedness. Contractor shall investigate, and if feasible propose a method of implementation, a feasibility study of the integration of emergency communications services such as DHS NECP Data Communications system into New Mexico Corrections Department medical and other operations.

*SS. Hardware*

The Contractor will be required to provide all PCs to medical personal that will be utilized for medical purposes. These PCs must conform to the State of New Mexico Standards. These PCs must not contain any modems or means of establishing independent connectivity which bypasses the State servers or firewalls. These PCs must be turned over to NMCD ITO staff to configure before being placed on the NMCD network. All required software for the PCs must be purchased by the medical Contractor to include Department standards for anti-virus, and office automation. Any old, outdated PC that is currently being used by medical personnel that needs to be replaced must be replaced by the medical

<sup>1</sup> See <http://www.hlswatch.com/2008/07/08/counsel-for-new-national-emergency-communications-plan/>

Contractor

1. **Dedicated Connectivity**  
These PCs must not contain any modems or means of establishing independent connectivity which bypasses the State servers or firewalls. These PCs must be turned over to NMCD ITO staff to configure before being placed on the NMCD network. All required software for the PCs must be purchased by the medical Contractor to include Department standards for anti-virus, and office automation.
2. **Disposition of Obsolete Computer Equipment**  
Any old, outdated PC that is currently being used by medical personnel that needs to be replaced must be replaced by the medical Contractor. The Contractor is responsible to provide maintenance agreements for all the above mentioned PCs. Of critical note, New Mexico Corrections Department has specific policies and procedures for the offsite removal and transportation of in-facility equipment, which shall be strictly followed.
3. **Video Conferencing Equipment**
  - A. The Contractor will be required to provide maintenance agreements for all video conferencing equipment being used for Telemedicine patient encounters.
  - B. The Contractor will be required to replace any old outdated video conferencing equipment being used for medical purposes.
  - C. The Contractor will be responsible to pay for any new video equipment required for medical purposes.
  - D. Any new video conferencing equipment purchased by the Contractor will become the property of the NMCD at the end of the contract period.
  - E. The Contractor will be required to provide maintenance agreements for all video conferencing equipment being used for medical purposes.
  - F. The Contractor will be required to replace any old outdated video conferencing equipment being used for medical purposes.
  - G. The Contractor will be responsible to pay for any new video equipment required for medical purposes.
  - H. Any new video conferencing equipment purchased by the Contractor will become the property of the NMCD at the end of the contract period.

*TT. Telemedicine*

1. **Telemedicine - Current Services**

Contractor will be expected to maintain the existing telemedicine programs at all NMCD and private sites. In addition, Contractor is encouraged to propose future enhancements to the existing tele-medicine programs that meet and exceed NMCD expectations. Said telemedicine program shall allow for telemedicine consultations to take place with specialists while they remain in their own offices or hospitals (via computer) and those who travel to a New Mexico Correctional Facility or the Contractor's regional office. Upon termination of this Agreement, title to all telemedicine equipment shall pass to NMCD.

2. **Telemedicine consultations for complicated patients requiring sub-specialty**

evaluation.

The NMCD has recently purchased updated telemedicine equipment (broadband transmission and Polycom® units video conferencing equipment, as approved by NMCD), which has been installed at all major sites (state and private) housing NMCD inmates. UNM ECHO telemedicine provides management for HCV infected inmates. The program is in the process of expanding capabilities. Telemedicine and on-site consultations and procedures (e.g. endoscopy, colonoscopy) are highly desirable and provide an opportunity for reduced costs and increased efficiencies. The Contractor shall be responsible for maintaining and maximizing utilization of this technology, particularly for the purpose of reducing number of off-site transports required.

Currently, off-site Hepatitis C virus treatment for women is provided at the New Mexico Women's Correctional Facility (Grants), thus it is vital to maintain equitable access for men and women to Hepatitis C virus treatment, as well as all other healthcare issues.

The Contractor will follow the NMCD Tele-psychiatry policies and procedures, currently CD-171200, in addition to procedures and methods for off-site specialty tele-medicine consults that occur at the facility.

### 3. Tele psychiatry Provider Utilization

When tele-psychiatry services are utilized, the Contractor shall selectively use New Mexico based psychiatrists. The Contractor may use out-of-state tele-psychiatrists with prior approval of the NMCD only if in-state tele-psychiatrists are not available. The Contractor's state-based psychiatrists will visit the Facilities at least quarterly to conduct on-site psychiatry clinics and meet with facility staff. Contractor shall obtain NMCD approval of its utilization of tele-psychiatry services.

#### a). Tele psychiatry as structured clinical entity within NMCD

All care delivered by telemedicine will follow all NMCD policies, use all NMCD forms, review medical and mental files, maintain proper medical records, document patient signed consent for psychiatric medications and utilize the problem list in medical record. The Contractor shall take measures to ensure confidentiality.

#### b). Case Staffing in Tele-psychiatry

The Contractor's tele-psychiatrists will hold regular case staffing with mental health staff via the telemedicine monitor format. If working on-site, tele-psychiatrists will hold regular case staffing with mental health staff, on-site and face-to-face.

#### c). Mandatory On-site psychiatry – Locations

The Facilities at Central New Mexico Correctional Facility (Los Lunas), the Southern New Mexico Correctional Facility (Las Cruces), Otero County Prison Facility (Chaparral), the Penitentiary of New Mexico, and New Mexico Women's Correctional Facility require on-site psychiatry services, i.e. Psychiatrists are on-site working at the facility. Tele-psychiatry may be used to supplement on-site psychiatry services at these sites only when approved by the NMCD.

- d). The Lea County Correctional Facility (Hobbs), the Guadalupe County Correctional Facility, Western New Mexico Correctional Facility, Springer Correctional Facility (if indicated) and Northeastern Correctional Facility will be either tele-psychiatry or on-site psychiatry Facilities.

The Contractor agrees to provide on-site psychiatry services instead of tele-psychiatry services at a specific correctional facility, at any time NMCD determines this to be in the best interest of patient care or in the best interest of NMCD at no additional cost.

Tele-psychiatry services may also be provided from the Contractors Regional Office when needed for patient clinics and consultation, staff consultation, and clinical case reviews.

#### 4. Tele-psychiatry Reporting Methods

Contractor will report to NMCD using the Contractor Tele-psychiatry Clinic Reporting Form.

#### 5. In-House Services

The Contractor shall construct a proposal to provide intra-system telemedicine services to Facilities that have high custody inmates Levels IV, V and VI. All mentioned New Mexico Corrections Department Facilities holding inmates at these custody levels have satellite exam rooms.

#### 6. Method of telemedicine use for high custody Facilities

Contractor's physician will be stationed in the main exam room and able to see the high custody inmate through an intra-system telemedicine system. For example, it is envisioned that at the New Mexico Penitentiary there will be a console in the Level II exam room which can be switched to the satellite unit located in Level V or VI. As a Level VI inmate is returned to his cell, the physician can see either an inmate in the satellite unit of Level V or other Level II inmates. It generally takes about 15 minutes for custody staff to bring the high custody inmates to the satellite Facilities. If the inmate requires a more thorough exam, then the provider can either go to the satellite unit or have the inmate brought to the main clinic.

#### 7. Mental Health use of Telemedicine Facilities

New Mexico Corrections Department mental health providers may elect to provide such therapeutic services utilizing this means as well. Contractors should review the telemedicine equipment currently available at the New Mexico Corrections Department and discuss under the equipment section of this proposal other items that would be needed to complement the current system. The provider shall have discretion to see any inmate in person rather than by telemedicine link.

#### 8. Future Development

The Contractor must also address the following issues for future development:

- a. Organizational issues;
- b. Plans for site personnel training;
- c. Staff and administrative support;
- d. Site specific issues;

- e. Which sites are proposed for inclusion;
- f. When is the site scheduled to be operational;
- g. What specialties will be included;
- h. Describe uses of telemedicine with an emphasis on expanding a tele-medicine program more than is currently used; to include the Contractor's regional office telemedicine program and set up, expanding telemedicine service for rural facilities (which are LCCF, GCCF, WNMCF, NMWCF, Roswell Correctional Center and Springer Correctional Center), expanding telemedicine to provide specialty medical consults, expanding primary care telemedicine visits, a change in practice to preferred use of in-state tele-psychiatrists and expanding telemedicine supervision of other medical staff by the Contractor's regional office staff;
- i. What peripheral devices are recommended for purchase to support the program
- j. Describe the use of tele-medicine for primary care services;
- k. Describe the network of providers that have agreed to provide tele-medicine specialty consults;
- l. Delineate any additional tele-medicine equipment required;
- m. Development of future IT technology; and
- n. Networking with local and national IT telehealth groups.

## 9. Training

The Contractor must provide a training plan covering all training requirements and must include sample training and operations manuals for all training required by this Agreement and underlying RFP. The materials must be modifiable by the Contractor and the Contractor must be licensed to reproduce them as needed for the life of the contract. Materials should include the following:

1. Method of training
2. Length of training
3. Scope of training
4. Training recipients by job category
5. A list of training materials and samples

All equipment purchases necessary under the PC and Video conferencing section will be purchased by the Contractor and subject to the \$250,000 limit per contract year. Any equipment needs beyond this limit will not be purchased by the Contractor without prior NMCD approval and only to the extent they will be reimbursed by the NMCD.

The Contractor is responsible for the routine and technical training of its employees on the "routine" operation of the equipment and on the use of commercial software programs.

The Department will provide general assistance to the Contractor's key MIS representative on the use of selected commercial software programs. The Department shall provide technical support and training to the Contractor's employees on the programs that are developed in collaboration with other state agencies as needed.

Contractor is responsible for the payment of employee training courses or workshops, e.g., fee-paid courses, registration, tuition, travel expenses, lodging, and/or commercial technical support and supplemental reference books for the Contractor's employees.



The Contractor is responsible for the security of the equipment and its data. Any security measures implemented will, at a minimum, meet standards developed by the Department and the Department of Information Technology (DoIT).

NMCD will be reimbursed quarterly by the Contractor for the monthly cost of the utility lines for use in Telemedicine.

*UU. Psychiatric Services Program*

- 1) Administrative Psychiatric Services:
  - a. The Contractor will provide Psychiatric Services through utilization of Psychiatrists, Psychiatric Nurse Practitioners and Prescribing Psychologists. For minimum required psychiatric staffing, see Appendix H, (Minimum Required Staffing). Psychiatric staffing is delineated by two Asterisks (\*\*) on the staffing chart. Psychiatric Services staff (Psychiatrists, Prescribing Psychologists and Psychiatric NP's) will prescribe psychotropic medication, clinically monitor psychiatric patients, and provide consultation required for appropriate management of inmates in need of outpatient and inpatient psychiatric services.
  - b. Psychiatrists must be board eligible or board certified to practice psychiatry in the state of New Mexico.
  - c. Prescribing Psychologists must be licensed through the State of New Mexico in accordance to the New Mexico State Law per 1978 NMSA 16.22.20 – 1978 NMSA 16.22.29.
  - d. Psychiatric Nurse Practitioners must be licensed through the State of New Mexico in accordance to the New Mexico State Law per 1978 NMSA 61.3.23.2.
  
- 2) Clinical Psychiatric Services:
  - a. The Contractor (Psychiatric Service Provider) will provide acute and chronic inpatient services at the 104 bed Mental Health Treatment Center (MHTC) located at the Central New Mexico Correctional Facility (CNMCF) in Los Lunas, NM. All treatment is provided in accordance with accepted community standards for health care practice, ACA, NCCHC standards for health care in corrections facilities, and Commission on Accreditation of Corrections Facilities. NMCD policy CD-172300 Mental Health Treatment Center: Psychiatry, Medical and Nursing Care details MHTC psychiatric services.
  - b. The Contractor (Psychiatric Service Provider) will provide psychiatric services for inmates housed at the Alternative Placement Area. The APA is designated living area for inmates who require Restrictive Housing and meet specified mental health criteria, per NMCD policies CD-180400 and 180500.
  - c. The Contractor (Psychiatric Service Provider) will secure inmate consent prior to making psychotropic medication changes, dosage increases, or dosage decreases. The inmate has the right to participate in his/her psychiatric treatments by understanding the benefits and/or side effects or risks of the medicines they are prescribed. Exceptions, including patients under Treatment Guardianship or patients without current decisional capacity, must be documented in the medical record and be included in the Regional Psychiatry Director's quarterly CQI report. Patient Rights and

Responsibilities are detailed in NMCD policy 176100, Patient Rights and Responsibilities.

- d. The Contractor Regional Psychiatric Director will contact the NMCD HSA or designee whenever clinical situations arise that requires interdisciplinary advice and consent. At the discretion of the HSA or designee, a face to face meeting or Polycom meeting will be scheduled.
- e. The Contractor (Psychiatric Service Provider(s)) will conduct psychiatric patient interviews face to face in a secure, private office setting or in a private area where the interview is conducted utilizing tele-psychiatry, per policies NMCD 171001, Administration of Psychotropic Medication.
- f. A Joint Powers Agreement (JPA) exists between NMCD and New Mexico Behavioral Health Institute (BHI) in Las Vegas, NM to provide for off-site psychiatry hospitalizations of incarcerated persons. Referrals to BHI will be coordinated by the Contractor's Regional Psychiatric Director and NMCD HSA or designee. All off-site psychiatry hospitalizations to the BHI must be approved by the Agency and shall be the expense of the Agency. All off-site psychiatric care will be coordinated and monitored by the Contractor's Regional Psychiatry Director who will promptly report the status and condition of any off-site psychiatric care to the NMCD HSA. Refer to NMCD policy 172600, Civil Commitment Procedures to the New Mexico Behavioral Health Institute.
- g. The Contractor (Psychiatric Service Provider(s)) will involuntarily administer psychotropic medication under provisions set forth by applicable laws of the State of New Mexico and NMCD policy CD 170900, Involuntary Psychiatric Treatment.
- h. The Contractor (Psychiatric Service Provider(s)) will implement the use of Therapeutic Restraints and Therapeutic Seclusion in accordance with provisions set forth in NMCD policy 170700.
- i. The Contractor's Regional Psychiatric Director or designee will complete evaluations and recommendations for inmate treatment guardianships in accordance with New Mexico state statutes and NMCD policy 172401, Mental Health Treatment Guardians.
- j. The Contractor (Psychiatric Service Provider(s)) will inform inmates regarding the risks of psychotropic medication and heat pathology per NMCD policy 171501, Psychotropic Medication and Heat Pathology.
- k. The Contractor (Psychiatric Service Provider), for continuity of care purposes, will continue psychotropic medications for Reception and Diagnostic (RDC) inmates that arrive with a psychotropic medication regimen until the first encounter with the psychiatrist when the informed consent and the determination to continue psychotropic medications will be completed. Procedures are cited in NMCD policy 171000, Administration of Psychotropic Medication.
- l. Contractor Psychiatric Service Providers will ensure scheduling and follow-up of psychiatric patients per NMCD policy 172701, Psychiatry Chronic Care Clinic Scheduling and Follow-Up Guidelines.
- m. Contractor Psychiatric Service Providers will maintain accurate and informative records on all patient encounters in accordance with NMCD policy 170100, Psychiatry Services.

- n. Contractor Psychiatric Service Providers will maintain psychiatric records on all psychiatric outpatient and inpatient encounters including completing admission and discharge psychiatric forms for inmates transferring to and from the Mental Health Treatment Center (MHTC).
- o. The Psychiatric Services Contractor will oversee and direct a continuous quality improvement (CQI) program for Mental Health Services to include a quality assurance program with quarterly audits, professional peer review, and utilization management plan for psychiatry services. The Contractor's Psychiatric Director will forward respective reports to the NMCD HSA no later than 30 days after the end of each calendar year quarter.
- p. The Psychiatric Services Contractor will ensure that all Psychiatric Providers attend NMCD Orientation and Staff Development training per NMCD policies 030100 and 031100, respectively.
- q. The Psychiatric Services Contractor shall provide or fund access for Mental Health on-site training for Psychiatric Service and Mental Health Service providers to maintain licensure.
- r. The Psychiatric Services Contractor will ensure Psychiatric Service Provider positions are filled at all times. The Psychiatric Service Contractor will be held to the Staffing Vacancy/Payback language.
- s. The Psychiatric Services Contractor is responsible for generating an agenda for all psychiatric services meetings it chairs or conducts, including but not limited to CQI meetings, inter-disciplinary staffing meetings, and emergent clinical staffing meetings.
- t. The Psychiatric Services Contractor providers will use the NMCD Polycom system for meetings that are not in person, unless otherwise indicated. NMCD will provide the Contractor requisite training at no cost to the contractor.
- u. The Psychiatric Services Contractor providers will render clinical diagnoses utilizing the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) and the International Statistical Classification of Diseases and Related Health Problems (ICD-10).
- v. The Psychiatric Services Contractor is responsible for the purchase all Psychiatric Services treatment materials including books, journals, and program materials.
- w. The Psychiatric Services Contractor's Regional Psychiatric Director will reside in New Mexico in order to provide effective administrative oversight, quality assurance, on the ground response capability, and availability to NMCD Administration.
- x. The Psychiatric Services Contractor will ensure coordination, cooperation, and treatment team modeling between psychiatric services and NMCD BHS services. BHS will meet weekly with psychiatry to staff cases, review treatment plans, and coordinate care, particularly regarding self-injurious or suicidal offenders.
- y. Weekly staff meetings will be conducted that include psychiatry, BHS, and medical staff, as necessary.
- z. The Contractor's Regional Director of Psychiatry or designee shall attend and participate in the weekly multidisciplinary Hepatitis C Treatment Review meetings and present the psychiatry screening information and psychiatry recommendations to the Hepatitis C Treatment Review members.

### 3) Tele-Psychiatry

- a. Psychiatric Services, delivered by tele-psychiatry, will follow all statutory mandates in 1978 NMSA and NMAC (e.g. 2011 1978 NMSA 61-6-11) and NMCD policy 171200.
- b. When tele-psychiatry services are utilized, Psychiatric Service Provider(s) shall selectively use New Mexico based psychiatrists. The Contractor may use out-of-state tele-psychiatrists only if in-state tele-psychiatrists are not available and with prior approval of the NMCD HSA. Tele-psychiatrists will visit the Facilities at least quarterly to conduct on-site psychiatry clinics and meet with facility staff. Unreasonable barriers that prevent access to mental health services deterring inmates from seeking care such as holding tele – psychiatry clinics prior to 08:00 AM when this practice is not reasonably related to the needs of neither the inmates nor the institution.
- c. Tele-psychiatrists will hold regular case staffing with mental health staff via the telemedicine monitor format. If working on-site, tele-psychiatrists will hold regular case staffing with mental health staff, on-site and face-to-face.
- d. The Contractor (Psychiatric Service Provider) will obtain a signed informed consent from the inmate prior to the administration of psychotropic medication, in accordance with NMCD policy 171001. Tele-psychiatry Consultation consent and Tele-Medicine consent for psychotropic medication will be documented on NMCD Form 171201.1.

4.) Psychiatric Services Contractor must provide a narrative that addresses the philosophy, mission, and goals of psychiatric medication, with emphasis on female offenders. Nationally, the female population is rising as well as the percentage of female inmate's prescribed psychiatric medication. In New Mexico, approximately 75-80% of women are prescribed psychiatric medications. Please explain if this is consistent with the prescribing practices of your current psychiatrists and if not, explain your philosophical and pragmatic approach to the provision of mental health services for women. Also address the following:

1. Gender specific treatment protocols.
2. The advantages and disadvantages of prescribing psychiatric medication to the majority of female offenders.
3. Information that addresses the ability of female offenders to maintain their psychiatric medication regimen upon release from prison.
4. A statement addressing types of mental health diagnoses that can be addressed without the use of psychiatric medication. Please provide journal citations.
5. A statement addressing the benefits or disadvantages of conducting urinalysis before prescribing psychiatric medication(s). Please provide information regarding the possible medical and psychological problems associated with providing psychiatric medications to inmates that are using illicit substances.
6. Please provide data regarding the percentage of patients that do not receive a prescription for psychiatric medication at the time of their initial visit to a psychiatrist. (Provide data from FY 2015).
7. Please provide data regarding the percentage of patients that have been

removed from all psychiatric medication (provide data from FY 2015). Please list the predominant factors that led to the decision, in order of occurrence.

8. Please provide a statement addressing the approach used by your company regarding treatment of insomnia, inmate self-injury, and suicide prevention. Please reference your clinical protocol for each of these areas.
9. Please provide your approach and capability regarding psychological testing, including neuropsychological testing. Please list the proposed staff(s) credentials and experience in this area. Please provide an overview of your current psychological testing protocol.

The Contractor Regional Mental Health Director will contact the NMCD HSA or designee whenever staffing challenges, primarily vacancies, occur or are imminent. The Psychiatric Services Contractor shall maintain an updated on-call psychiatric services provider list, distributed electronically each month. This list shall identify the on-call psychiatric provider by name.

Contractor Psychiatric Service Providers will communicate and collaborate with the Department's Behavioral Health staff and other healthcare contractors (Medical, Pharmacy and Dental) as well as the Department's custody and case management divisions to obtain the best possible outcomes for inmates with mental illness.

The Psychiatric Services Contractor will contact the NMCD HSA or designee whenever significant personnel issues arise with contracted staff. NMCD guidelines are addressed in NMCD policy 031800, Office of Professional Standards (OPS), Personnel Investigations and Staff Misconduct Reporting.

The Psychiatric Services Contractor will provide the HSA with an updated staff telephone directory of Psychiatric Service providers. The list will include provider name, location, position, licensure, and office number. Cell numbers and/or pager number will be provided for staff that assigned those devices.

The Psychiatric Services Contractor staff will contact the NMCD HSA whenever inmate suicides occur and whenever self-injury, off site care including hospitalization. The Regional Psychiatric Director or designee will contact the NMCD HSA or designee within one hour of notification and will provide a preliminary status report.

*Reporting and Communication with NMCD:*

The Contractor's Regional Psychiatric Director will provide the NMCD HSA with a monthly report of the total number and cost of psychotropic medications. The report will also include the prescribing patterns of each psychiatry provider, the number of non-compliant psychiatric medication doses by facility, the names and NMCD numbers of all severe management psychiatric patients, the utilization patterns of types and numbers of psychotropic medications, and any other related reports that the HSA shall find appropriate.

The Psychiatric Services Contractor shall maintain an updated On-call Psychiatrist/Psych NP list, distributed electronically each month. This list shall identify the On-call Psychiatrist by name, and include the Psychiatrist's contact phone number(s), and, if applicable, text/email address. The list will also include back-up contact information. If any changes occur during the month

regarding on-call responsibilities, a revised list will be forwarded to the NMCD HSA, BHS Bureau Chief, and appropriate Contractor staff.

*VV. NMCD Chronic Care Clinic Database*

NMCD currently utilizes a stand-alone Chronic Care Clinic database for a variety of medical and psychiatric specialty clinics at each facility. These databases only contain data for offenders in the facility that the database is in. Manual updates are made on the database when an inmate is transferred from one facility to another. The database is used to produce reports for mental health coding, chrono and inmate housing purposes.

Upon expiration or termination of this Agreement, unless Contractor is awarded by NMCD the immediately succeeding contract for inmate health services, Contractor shall transfer all inmate-related data files located at each facility to NMCD. This will include all inmate health care records, chronic care databases, and all inmate healthcare-related logs. This will not ordinarily include inmate-specific claims and pharmacy information kept at Contractor's corporate office, but NMCD may request, and if so, Contractor must provide this information to NMCD in an individual case where there is a legitimate dispute between the parties regarding that individual case.

Other data files of a proprietary nature, not consisting of inmate health care records, remain the property of Contractor.

Contractor is responsible for entering all medical data, including that required by NMCD, into the system as utilized and/or updated by the Agency.

*WW. Inmate Medical Grievances*

**In addition to the requirements contained in Paragraph or Section PP. (7) (Monthly and other Reports) of the Scope of Work, Contractor agrees to comply with CD-150500 and 501, Inmate Grievances, where applicable, and to cooperate fully with facility grievance officers and other staff who are responding to or processing inmate medical-care-related grievances or complaints.**

*XX. Pharmacy Services and 340 B Pricing*

1. Pharmacy Services

The NMCD will be purchasing inmates' medications from another vendor contractor (not this Contractor) via a separate pharmacy contract such that the Contractor has no financial responsibility for the costs of the medications. Generally speaking, the Contractor will administer the medications to the inmates to help properly treat medical conditions, while the pharmacy vendor will dispense to the Contractor the needed medications. The Contractor agrees to meet with NMCD and the pharmacy vendor to reach an agreement more fully articulating the Contractor's and the pharmacy vendor's sole and dual responsibilities in this regard, and to enter into and sign an agreement within 90 days of the effective date of this Agreement. Said agreement, approved and signed by the NMCD as well, will be made an addendum to this Scope of Work (Attachment I).

The addendum or agreement between the Contractor, the pharmacy vendor and the NMCD must include the following provisions:

The Contractor shall make provision for on-site administration of inmate prescriptions seven days per week. The Contractor shall administer psychotropic medications in a safe and controlled fashion in accordance with NMCD policy.

The Contractor shall provide pharmaceutical services for prescription and non-prescription medications and all intravenous solutions ordered by the Contractor's physicians, mid-level practitioners, psychiatrists, psych NP's and dentists.

The Contractor's Nurses shall administer all controlled, abuse-able, and psychotropic medications to inmates. Medications will be administered through a pill line or cell block distribution process. Nurses shall administer medications on a regular basis to inmates in segregation. Medications ordered for Hour of Sleep (HS) shall not be administered prior to 8:00PM daily. The NMCD has a keep on person policy, which excludes psychotropic, controlled substances and medications that are abuse-able. The Contractor shall establish a renewal procedure for inmates that have KOP medications.

The Contractor shall include a medication administration record unique to each inmate who receives medications, to include all information contained on the prescription label and the name of the practitioner who prescribed the medication. Psychotropic medications such as antipsychotics, antidepressants, and drugs requiring parental administration are prescribed only by a physician or authorized health provider by agreement with the physician and then only following a physical examination of the inmate by a qualified health professional. Administration of involuntary psychotropic medications will be in compliance with applicable State laws.

The Contractor shall dispense psychotropic medications in a safe and controlled fashion in accordance with NMCD policies and policy CD-171000 Administration of Psychotropic medications. The Contractor shall conduct monthly pharmacy and therapeutic committee meetings at facilities mutually agreed upon by Agency, Contractor and Pharmacy Vendor to discuss medication administration utilization patterns, success or corrections needed, and issues associated with the formulary, and will involve the pharmacy vendor in those committee meetings.

A statewide pharmacy and therapeutics committee meeting will be established and meet quarterly. The meeting will be attended by the Contractor Regional Medical Director, Pharmacy Representative, Psychiatrist, Regional Nurse, the pharmacy vendor representative and a designee of the NMCD.

The Contractor will provide inmates being released to the community with at least a four weeks supply of medications provided by the pharmacy vendor unless at discharge, it is apparent that an exception is necessary.

The Contractor shall, on its own or in conjunction with the pharmacy vendor:

1. Maintain up to date patient drug profiles
2. Identify drug interactions for all ordered drugs

3. Generate a list of inmates on specific drugs by prescribing provider
4. Identify and inmate enrolled in a chronic care clinic
5. Generate lists of inmates whose medications are within 7 days of expiration.

The Contractor shall be responsible for the control, administration and disposal of all pharmaceuticals once it takes custody from the pharmacy vendor.

The Contractor shall provide NMCD with a monthly list of all NMCD inmates released from NMCD custody on psychotropic medications. The Contractor, in conjunction with the pharmacy vendor, must implement a Continuous Quality Improvement (CQI) Program for the pharmacy program demonstrating a knowledge and focus on outcome measures and measure.

The State of New Mexico has chosen to employ a multi-source solution to the provision of health care services to NMCD male and female in adult prison. Communication, transparency and cooperation between such vendors is absolutely essential and of the highest order of materiality. The Contractor agrees and warrants that it shall provide absolute cooperation with any other healthcare services vendor providing services to NMCD patient inmate population.

## 2. 340 B Pricing

The Contractor must obtain 340 B pricing for HIV medications, Hepatitis C and psychotropic medications (long acting injections), oncology medications, hemophilia, and dialysis medications through federally qualified health centers and/or disproportional share hospitals. The contractor shall have 90-180 days of the effective date of the Agreement to negotiate a system in place, unless the relevant law is changed to prevent or preclude the Contractor from obtaining such pricing for prisons or prison systems.

### *YY. Scope of Health Care Services to be provided at the Otero County Prison Facility*

The Contractor's provision of medical care services to NMCD inmates housed at the Otero County Prison Facility is limited to performing the primary health care services, dental services, optometry services, and other services as follows:

The Contractor shall provide a mid-level practitioner (nurse practitioner or physician's assistant) 8 hours per week (.20 FTE) to provide certain services to the NMCD inmates housed at Otero County. The practitioner will be responsible to assist with routine sick call services and the review, identification and referral of those conditions that require secondary or tertiary services off-site. At no time will the mid-level practitioner be responsible for any health care services to any county or federal inmates detained at Otero, including responding to any medical emergencies for these county or federal inmates.

In addition, the Contractor will provide medical oversight of the services of the mid level practitioner at Otero, consistent with services provided for other NMCD facilities. The Contractor's Regional Medical Director or designee will be responsible for the review and approval of all on-emergent inpatient hospital admissions and of/site referrals for emergency department services and specialty physician care. In the event an NMCD inmate is sent off-site without the review and approval of Contract's Regional Medical Director with the exception of



life threatening emergencies, Contractor will not bear financial responsibility for that off-site trip. NMCD will be financially responsible in its entirety for the off-site trip, including any inpatient hospitalizations, or, if applicable, all emergency room visit charges, transportation costs and any and all other associated professional fees and charges. The Contractor's Regional Medical Director or designee will also be responsible for approval of all non formulary medications.

The Contractor shall be responsible for providing an oral health program to the NMCD inmates housed at Otero, including routine extractions, temporary and permanent fillings and dentures. Contractor shall provide all oral health supplies and materials as necessary to provide such services and will provide a dentist for 8 hours a week (.20 FTE) and a dental assistant for 8 hours a week (.20 FTE). Contractor will be responsible for the purchase of necessary dental equipment for Otero through the equipment escrow fund. Contractor shall not be responsible for providing any oral health services to any county or federal inmates detained at Otero.

The Contractor shall also provide optometry services to the NMCD inmates housed at the Otero County Detention Center for eight hours per month. Contractor shall provide all optometry supplies and materials as necessary to provide such services and will provide an Optometrist for two hours per week (.20 FTE). Contractor will be responsible (or the purchase of optometry equipment (or Otero through the equipment escrow fund. Contractor shall not be responsible for providing any optometry services to any county or federal inmates detained at Otero.

The Contractor shall provide a total of .65 FTE to provide these services. However, the NMCD reserves the right to subsequently require the Contractor to provide all medical and related services (covered in this Scope of Work and Agreement) for NMCD inmates housed at the Otero County Prison Facility if the need arises and shall amend this Agreement and adjust the price accordingly if this change is made.

### III. Other Terms and Conditions

**C. *Change in Scope of Services.*** The Parties agree that should there be any change to the Scope of Services as delineated in Section A. of Attachment I (Scope of Work), that results in material costs to Contractor and the costs related to such changes or modifications are not covered in this Agreement, then Contractor will require that the Agency increase its compensation in an amount equal to the actual, direct increased cost incurred by Contractor. Conversely, should there be any change to the Scope of Services that results in material costs savings to the Contractor, then the Agency will require the Contractor to decrease its compensation in an amount equal to the actual, direct decreased costs incurred by the Contractor. Any such adjustments shall be fully documented and attached to this Agreement in the form of an amendment.

**D. *No Third Party Beneficiaries.*** The Parties do not intend to create in any other individual or entity, including but not limited to any inmate or patient, the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of such Parties. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only Parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this

Agreement, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of or for damages or relief under this Agreement.

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ATTACHMENT II  
BUDGET

1. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of Forty one million dollars (\$41,000,000.00) for the first year of this agreement, inclusive of gross receipts tax.

B. Base compensation for full service facilities. For the period of June 1, 2016, to May 31, 2017, base compensation will be \$3,416,667 per month, (which is \$41,000,000 annualized per year), paid on a semi-monthly basis. This amount is based on the total average monthly Agency inmate population not exceeding 7,500 inmates.

C. For the second year of this agreement, the annual compensation shall be \$42,640,000. For the third year of this agreement, the annual compensation shall be \$43,919,200. For the fourth year of this agreement, the annual compensation shall be \$45,236,776.

2. **Risk Share.**

3.5

A. For the period from June 1, 2016 to May 31, 2017, any inpatient expenditures paid by the Contractor that exceed \$1,500,000 will be shared 50%/50% (Contractor/NMCD). This amount shall be calculated for inpatient expenditures with dates of service between June 1, 2016 and May 31, 2017. This amount will be calculated based on claims paid by August 31, 2017 unless the Contractor and NMDC mutually agree to postpone the calculation due to claims lag. Such postponement will not extend past May 31, 2018. The Contractor will provide the NMDC with the calculation of the amount owed by NMDC (if any).

B. For the period from June 1, 2017 to May 31, 2018, any inpatient expenditures paid by the Contractor that exceed \$1,000,000 will be shared 50%/50% (Contractor/NMCD). This amount shall be calculated for inpatient expenditures with dates of service between June 1, 2017 and May 31, 2018. This amount will be calculated based on claims paid by August 31, 2018 unless the Contractor and NMDC mutually agree to postpone the calculation due to claims lag. Such postponement will not extend past May 31, 2019. The Contractor will provide the NMDC with the calculation of the amount owed by NMDC (if any).

C. For the period from June 1, 2018 to May 31, 2019, any inpatient expenditures paid by the Contractor that exceed \$1,000,000 will be shared 55%/45% (Contractor/NMCD). This amount shall be calculated for inpatient expenditures with dates of service between June 1, 2018 and May 31, 2019. This amount will be calculated based on claims paid by August 31, 2019 unless the Contractor and NMDC mutually agree to postpone the calculation due to claims lag. Such postponement will not extend past May 31, 2020. The

**Contractor will provide the NMDC with the calculation of the amount owed by NMDC (if any).**

- D. For the period from June 1, 2019 to May 31, 2020, any inpatient expenditures paid by the Contractor that exceed \$1,000,000 will be shared 60%/40% (Contractor/NMCD). This amount shall be calculated for inpatient expenditures with dates of service between June 1, 2019 and May 31, 2020. This amount will be calculated based on claims paid by August 31, 2020 unless the Contractor and NMDC mutually agree to postpone the calculation due to claims lag. Such postponement will not extend past May 31, 2021. The Contractor will provide the NMDC with the calculation of the amount owed by NMDC (if any).**