

City of Albuquerque

Request for Proposals

Solicitation Number: RFP2005-030-SV

“Program Evaluation Services”



Proposal Due Date: 9 June 2005 – 4:00 PM (MDT)

The time and date proposals are due shall be strictly observed.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
05/11/05

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INTRODUCTION

As part of its FY/05 budget, the City of Albuquerque appropriated substantial new funding to expand behavioral health services and prevention and early intervention services targeting high risk youth using evidence based practices or promising programs identified in the scientific literature. As part of this new initiative, funding has been allocated to establish an Assertive Community Treatment Program for persons with serious mental illness, a Child and Adolescent Early Intervention Program, a Day Treatment Program for adolescent substance abusers, and a “Housing First Program” for adults with behavioral health disorders.

In providing funding for these services, the Council further directed that the Department of Family and Community Services conduct a rigorous evaluation to determine the effectiveness of these efforts in improving the lives of the clients and reducing involvement of these clients in criminal activity and other behavior that is, or is perceived by the general public, to threaten public safety.

The purpose of this solicitation is to engage consultants to conduct an evaluation of the service outcomes of the ACT program operating under contract by the University of New Mexico Hospitals, the Child and Adolescent Early Intervention Program operated by Youth Development, Inc., the Adolescent Day Treatment Program operated by Hogares, Inc., and the Housing First program, operated by the Mental Health Housing Coalition. Copies of the first year contracts with these providers, including the scope of services, are included as Attachment A. The Department has reserved a total of \$200,000 for this evaluation. Potential contractors may submit proposals to conduct the evaluation of one or more of these programs.

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**PART 1
INSTRUCTIONS TO OFFERORS**

1.1 RFP 2005-030-SV, “Program Evaluation Services”

1.2 Proposal Due Date: 9 June 2005 - NLT 4:00 PM {MDT}

The time and date proposals are due shall be strictly observed.

1.3 Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9 Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Sandra Vescovi, Contract Section Supervisor, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3341 or E-Mail: svescovi@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Department of Family and Community Services.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of offer delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Sealed Proposal Submittal:

1.9.5.1 Hard Copy: Submit 1 original and 1 copy of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.

1.9.5.2 Soft Copy: Technical Proposal - Submit 1 Original on a CD or Floppy Diskette, in Microsoft Word; Cost Proposal - Submit 1 Original on a CD or Floppy Diskette, in Excel format

1.9.6 Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.9.7 Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request For Proposals.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments To the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible

to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3 Contract Term: The contract term shall be for a period of One Year from the effective date of the contract and/or final execution by the City. This contract term may be extended for up to One additional One-Year term by mutual written agreement between the City and the Contractor.

1.18.4 Type of Contract: Cost Reimbursement.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.18.6 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of

the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

1.24.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.24.4 How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.24.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.24.6 Address Letters and Envelopes as Follows:

- City of Albuquerque
 - Purchasing Division
 - PO Box 1293
 - Albuquerque, New Mexico 87103
- RFP Number
PROTEST

1.24.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The City will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

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PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix A, attached hereto, without stating the price structure.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City of Albuquerque staff. Describe resources to be drawn from in order to complete tasks.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: The total amount available to cover the costs of research under the contract will be \$200,000. [Such amount includes any applicable New Mexico Gross Receipts Tax.]

2.2.2 Submit a detailed cost proposal for each project: Offerors may submit proposals to evaluate one or more of the projects, with separate cost proposals for each project. Payment for up to 80% of the costs will be through a cost reimbursement based on a line item budget submitted on the attached form. Payment of the final 20% will be in a lump sum

based upon acceptance by the City of the final copy of the evaluation report no later than 1 April 2006.

2.2.3 Cost Proposal Submittal: Submit one original and one copy of each Cost Proposal, in a **separate** binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Appendix A, and attached hereto.

2.2.4 An example of the preferred format is contained in Appendix A, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis.

2.2.5 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

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PART 3
SCOPE OF SERVICES – Section 1

- 1.** Prepare a plan for data collection and analysis for each project to be evaluated. This plan must include measures of contractor fidelity with the program model and outcome measures appropriate to the population served. The plan must be approved by the City.
- 2.** In consultation with the agency administering the project to be evaluated, negotiate all necessary protocols related to the conduct of the evaluation, including any needed protections of client confidentiality.
- 3.** Collect data according to the approved plan and prepare a draft report for review by the City no later than March 1, 2006.
- 4.** Based on City comments, revise the draft report as needed and submit the final report to the City no later than April 1, 2006.

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Detailed Scope of Services: ACT – Section 2

The Contractor shall perform the services set out in below in a satisfactory and proper manner as determined by the City.

1. Hours of Operation: The Assertive Community Treatment (ACT) team shall be available to participants seven days a week, 24 hours a day, and be regularly accessible to those who work or who are involved in other scheduled vocational or rehabilitative services during the daytime hours. The contractor may utilize a split staff assignment schedule to achieve this coverage.

2. Crisis Intervention (Rapid Access): The ACT team shall have primary responsibility for crisis response and will be the first contact for after-hours crisis calls. The ACT team will operate a continuous after-hours on-call system with staff that is experienced in the program and skilled in crisis intervention procedures and must have the capacity to respond rapidly to emergencies, both in person and by telephone. To ensure direct access to the ACT program, program participants must be given a phone list with the responsible ACT staff to contact after hours.

3. Eligibility

3.1 The ACT team will serve persons who have a severe and persistent mental illness listed in the diagnostic nomenclature (current diagnosis per DSM IV) that seriously impairs their functioning in the community and who also have continuous high service needs that are not being effectively met in more traditional service settings, with priority given to people with schizophrenia and other psychotic disorders (e.g. schizo-affective disorder, bipolar disorder, and/or major or chronic depression).

3.2 The serious functional impairment of participants must be demonstrated by at least one of the following conditions:

3.2.1 Inability to consistently perform practical daily living tasks required for basic adult functioning in the community without significant support or assistance from others such as friends, family, or relatives.

3.2.2 Inability to be consistently employed at a self-sustaining level or inability to consistently carry out the homemaker role.

3.2.3 Inability to maintain a safe living situation (e.g. repeated evictions or loss of housing)

3.3 The continuous high service needs of participants must be demonstrated by one or more of the following conditions:

3.3.1 Inability to participate or succeed in traditional, office-based services or case management

3.3.2 High use of acute psychiatric hospitals (two hospitalizations within one year or one hospitalization of 60 days or more)

3.3.3 High use of psychiatric emergency or crisis services

- 3.3.4 Persistent severe major symptoms (e.g. affective, psychotic, suicidal, or significant impulse control issues)
- 3.3.5 Coexisting substance abuse disorder (duration greater than 6 months)
- 3.3.6 Current high risk or recent history of criminal justice involvement
- 3.3.7 Inability to meet basic survival needs, homeless, or at imminent risk of becoming homeless
- 3.3.8 Residing in an inpatient bed or community residence but clinically assessed to be able to live in a more independent setting if intensive community services are provided
- 3.3.9 Currently living independently but clinically assessed to be at immediate risk of requiring a more restrictive living situation without intensive community services.

4. Admission Process

4.1 Admission to ACT shall be managed through Points of Referral designated by the City of Albuquerque. Referral sources will submit requests for ACT services to the designated Points of Referral. The designated Points of Referral will refer persons to ACT on a standard referral form developed or approved by the City of Albuquerque. The ACT team must keep a record of the number of admissions and the total number of referrals from each of the Points of Referral.

4.2 Admission decisions will be made via the ACT Team; however, persons meeting the admission criteria can not be denied services for other reasons, unless approved in writing by the City of Albuquerque.

4.3 The number of admissions per month to slowly fill the capacity of the ACT team shall be determined by the team's clinical judgment. However, the ACT team may not admit more than 6 persons per month unless approved in writing by the City of Albuquerque.

4.4 An admission decision must be made as quickly as possible, but in all cases the decision must be made within seven consecutive days of the receipt of the initial referral. At admission, an initial plan must be completed to address the program participant's immediate needs.

4.5 Upon the decision to admit an individual to the ACT program, a screening and admission note shall be written. This note will include the following factors:

4.5.1 The reason(s) for referral;

4.5.2 Immediate clinical and other service needs for the recipient to attain or maintain stability;

4.5.3 Admission diagnoses (Axis I and Axis II).

4.6 When an admission is not indicated, notation shall be made of the following:

- 4.6.1 The reason(s) for not admitting;
- 4.6.2 The disposition of the case; and
- 4.6.3 Any referrals or recommendations made to the referring agency, as appropriate.

4.7 The program participant's decision not to take medication shall not be a sufficient reason for denying admission to an ACT program.

5. Discharge Process

- 5.1 ACT program participants shall be served on a time-unlimited basis.
- 5.2 ACT program participants meeting any of the following criteria may be discharged:

5.2.1 Individuals who demonstrate, over a period of time, an ability to function in major life roles (i.e., work, social, and/or self-care) without significant assistance;

5.2.2 Individuals who move outside the geographic area of the ACT team's responsibility. The ACT team must attempt to arrange for transfer of mental health service responsibility to an appropriate provider and maintain contact with the recipient until the provider and the recipient are engaged in this new service arrangement. Documentation of these efforts must be made in the individual's discharge plan or the progress notes;

5.2.3 Individuals who need a medical nursing home placement, as determined by a physician;

5.2.4 Individuals who have shown little gain under the ACT model over an extended period (>2 years) and who are being safely maintained in a residential setting without deterioration;

5.2.5 Individuals who are hospitalized or locally incarcerated for three months or longer. However, an appropriate provision must be made for these individuals to return to the ACT program upon their release from the hospital or jail; Individuals who request discharge despite the team's best repeated efforts to engage them in service planning. (Special care must be taken in this situation to arrange alternative treatment when the program participant has a history of suicide, assault, or forensic involvement);

5.2.6 Individuals who are lost to follow-up for a period of greater than 3 months after persistent efforts to locate them, including following all local policies and procedures related to reporting individuals as "missing persons." This usually includes working with the local police department's missing persons unit.

- 5.3 For all persons discharged from ACT to another service provider within the Bernalillo

County area, there must be a three-month transfer period during which former ACT participants who do not adjust well to their new program may voluntarily return to the ACT program. During this period, the ACT team is expected to maintain contact with the new provider and to support the new provider's role in the person's recovery and illness management goals.

5.4 Notification must be made to a designee within Bernalillo County for persons being discharged to other programs who were referred from the courts.

5.5 The decision not to take medication shall not be a sufficient reason for discharging an individual from an ACT program.

6. Service Intensity

6.1 The ACT team must establish and maintain the capacity to provide the frequency and duration of staff-to- program participant contact required by each recipient's individualized service plan. The ACT team must maintain the capacity to titrate contacts (increase and decrease contacts based upon daily knowledge of the program participant's clinical need) with a goal of maximizing independence. The team must maintain the capacity to provide multiple contacts to persons in high need and a rapid response to early signs of relapse. The nature and intensity of ACT services shall be adjusted as needed through the process of daily team meetings.

6.2 The ACT team must maintain the capacity to provide support and skills development services to program participant's significant others/collaterals. Collateral contacts may include family, friends, landlords, or employers consistent with the service plan.

6.3 The ACT team psychiatrists must have scheduling flexibility and, when needed, see program participants on a weekly basis.

6.4 The ACT team must maintain the capacity to provide services via group modalities when such modalities are clinically appropriate to meet participant needs (i.e., for program participants with substance abuse disorders, for family psycho-education, and wellness self-management services).

7. Program Staffing

7.1 Staff Requirements: General

7.1.1 In regards to services provided through the ACT Intensive model for 68 program participants, the contractor's staffing must consist of at least 7.5 clinical staff and .68 psychiatrist (counted in the staff to program participant ratio), 1 support staff, and .5 administrative team leader time.

7.1.2 The ACT Intensive clinical staff-to-program participant ratio must not exceed 1 clinical staff to 8.3 program participants

7.1.3 Services provided under the integrated Intensive and Step-Down models shall require 8.5 clinical staff and 1 psychiatrist (counted in the staff to program participant ratio), 1 support staff, and .5 administrative team leader time.

7.1.4 The clinical staff to program participant ratio for the integrated Intensive and Step-Down ACT program cannot exceed 1 clinical staff to 10 program participants

7.1.5 Team staffing shall be multi-disciplinary.

7.1.6 At least 60% of the total clinical staff shall be professional.

7.1.7 At least 60% of the clinical staff shall be full-time.

7.2 Staff Requirements: Core Competencies

7.2.1 At hire, all clinical staff on an ACT team must have experience in providing direct services related to the treatment and recovery of persons with a serious mental illness.

7.2.2 Staff must be selected consistent with the ACT core operating principles.

7.2.3 All staff must complete ACT core training as designated by the City of Albuquerque.

7.2.4 Within 2 years of team start-up, all staff must demonstrate basic core competencies in designated areas of practice, including the Assertive Community Treatment core processes, motivational counseling, wellness management, social skills training, integrated mental health and substance abuse treatment, supported employment, family psycho education, and wellness self-management. Monitoring team compliance of these core competencies will be done by the City of Albuquerque in conjunction with the administration of the DACTS scale and other evaluation measures including tracking of staff participation in training.

7.2.5 Within two years of operation, ACT staff must have advanced competencies in integrated treatment for dual disorder (mental health and substance abuse) treatment, supportive employment, and family educational services. The goal is to have at least two staff per competency with advanced skills in each area. In determining compliance with this standard one staff member can only be credited with advanced skills in only two competency areas.

7.3 Staff Roles and Organization

7.3.1 The ACT team must employ a Team Leader who shall be a full-time staff member who directs and supervises staff activities, leads team organizational and service planning meetings, provides direction to staff regarding individual cases, conducts side-by-side contacts with staff, and regularly conducts individual supervision meetings. Once the team is mature, the team leader will provide 50% time to direct patient services as a member of the clinical staff and 50% time to administrative and supervisory duties. At startup the team leader may spend more time in administrative duties. The minimum qualifications of the team leader shall include:

7.3.1.1 Possession of a masters degree, or higher, in social work, psychology, rehabilitation counseling, psychiatric nursing or a related field, and appropriate licensure required to meet the criteria of a provider under the New Mexico Medicaid;

7.3.1.2 Meet the supervisory requirements for licensed masters level social workers, licensed Psychology Associate, and/or licensed counselor as defined by the State of New Mexico Medicaid program; and

7.3.2 The ACT team must include a Psychiatrist who is currently licensed as a physician by the State of New Mexico and certified, or be eligible to be certified, by the American Board of Psychiatry and Neurology. The psychiatrist, in conjunction with the team leader, shall have overall clinical responsibility for monitoring recipient treatment and staff delivery of clinical services; shall direct the overall quality improvement program of the ACT team; and provide psychiatric assessment and treatment, clinical supervision, education and training of

the team and overall supervision of medication services. The psychiatrist should have training and skills appropriate to delivery of these services through the ACT model. The ACT team psychiatrist shall have admitting privileges at UNM Psychiatric Center.

7.3.3 The ACT team must employ a registered nurse responsible for conducting mental health assessments, assessing physical health needs, making appropriate referrals to community physicians, providing daily management and administration of medication in conjunction with the psychiatrist, providing a range of treatment, rehabilitation; and, support services.

7.3.4 The ACT must employ a Program Assistant as a non-clinical staff member responsible for managing medical records, operating and coordinating the management information system, maintaining accounting and budget records for recipient and program expenditures, and performing reception activities (e.g. triaging calls and coordinating communication between the clinical staff and program participants).

7.3.5 The ACT must employ clinical staff members who, in addition to performing routine team duties, have lead responsibility for integrating dual-recovery treatment with the tasks of other team members. Competency must be demonstrated by at least 1 year of training and/or experience in integrated mental health and substance abuse assessment and treatment. At least two members of the team should have attained such competency within one year of start up.

7.3.6 The ACT must employ clinical staff members who, in addition to performing routine team duties, have lead responsibility for integrating vocational goals and services with the tasks of all team members. These staff members provide needed assistance through all phases of the vocational service. Competency must be demonstrated by at least 1 year of training and/or experience in job finding, employment counseling, or vocational rehabilitation. At least two members of the team must have attained such a competency within one year of start up.

7.3.7 The ACT team must employ clinical staff members who, in addition to performing routine team duties, have lead responsibility for integrating family goals and services with the tasks of all team members and for providing family psycho education groups. Competency must be demonstrated by at least 1 year of training and/or experience in family psycho education and/or other family support services. At least two staff should have attained competencies in psycho-education and family support services within one year of start up.

7.3.8 The ACT team must assign one or more clinical staff members to function as a service coordinator with responsibility for chart documentation with a specific number of clients. All staff members with the exception of the psychiatrist, the team leader, and the head nurse may be assigned this responsibility. The primary duties of a service coordinator are: writing the service plan developed by the program participant and the team; insuring immediate revisions to the service plan as the program participant's needs change; and ensuring that all required documentation is in the person's chart in accordance with required time frames.

7.3.9 ACT team is required to employ at least one peer specialist to serve as a role model, to educate recipients about self-help techniques and self-help group processes, to teach effective coping strategies based on personal experience, to teach symptom management and relapse prevention skills, to assist in clarifying rehabilitation and recovery goals including the provision of wellness management curriculum, and assist in the development of community support systems and networks.

8. Team Approach

8.1 Team Treatment. The ACT team must use a team approach to treatment, not an individual treatment model. To the greatest extent possible, ACT program participants must be supported by the collective team and not one or two individuals on the team. Although program participants can and will often form a special bond with some individual team member, all members of the team must see all of the ACT recipients.

8.2 Team Communication:

8.2.1 Team meetings must normally be held a minimum of five times per week to facilitate frequent communication among team members about recipient progress and to help the team make rapid adjustments to meet recipient needs. These meetings should enable all team members to be familiar with the recipient's current status. The Team meetings should be short (about 45 minutes to not more than one hour) and include the following discussions:

8.2.1.1 Review of every program participant on the caseload;

8.2.1.2 Review of the status of each program participant to be seen on the day of the meeting;

8.2.1.3 Updates on contacts that occurred the day before; and

8.2.1.4 Updates and revisions to the daily staff assignment schedule.

8.2.2 The ACT team must maintain and utilize specific organizational processes that further communications among team members and facilitate a proactive approach to program participant needs. The City of Albuquerque will provide training for team members in an appropriate communication and organization structure

9. Assessment and Service Planning

9.1 Under the supervision of the team leader and the psychiatrist the ACT team must develop a person-centered plan in partnership with each program participant that addresses all needs for services and supports for the participant. This includes services provided directly by the ACT team as well as services provided via natural community resources.

9.2 Documentation of immediate needs shall be completed within 7 days of receipt of a referral. This documentation must address: (1) safety/dangerousness; (2) food; (3) clothing; (4) shelter; and (5) medical needs. If the individual is not admitted or is awaiting assignment to an ACT program, a written recommendation for alternative services must be forwarded to the referral source within 7 days.

9.3 A data summary form provided by the City of Albuquerque shall be completed within 40 days of admission of all ACT participants.

9.4 A comprehensive assessment of each program participant's needs shall be completed within 40 days of admission. This includes the following components:

- 9.4.1 Psychiatric history includes mental status and diagnosis:
 - 9.4.1.1 Illness history (historical time line from age of onset of mental illness);
 - 9.4.1.2 Current functioning; Service use within the last 12 months;
 - 9.4.1.3 Past and current medication treatments and doses;
 - 9.4.1.4 Symptoms and severity;
 - 9.4.1.5 Dangerous behaviors/suicide risk;
 - 9.4.1.6 Rationale for prescriptions and side effects;
 - 9.4.1.7 Previous prescriber's information (medication history);
 - 9.4.1.8 Hospitalizations and other treatments; and
 - 9.4.1.9 Legal status.

- 9.4.2 Program participant's strengths are across major domains:
 - 9.4.2.1 Housing;
 - 9.4.2.2 Family and/or social supports;
 - 9.4.2.3 Education and employment;
 - 9.4.2.4 Finances;
 - 9.4.2.5 Leisure and recreational;
 - 9.4.2.6 Community living skills (e.g. transportation); and
 - 9.4.2.7 Use of natural resources.

- 9.4.3 Psychosocial adjustment
 - 9.4.3.1 Family functioning;
 - 9.4.3.2 Living arrangement;
 - 9.4.3.3 Friendship and romantic relationship;
 - 9.4.3.4 Leisure time and interests;
 - 9.4.3.5 Legal system involvement;
 - 9.4.3.6 Cultural and religious beliefs; and
 - 9.4.3.7 Preferred language

9.5 Substance Use. The substance use assessment must be a five-step process which includes specific goals, instruments, and strategies as outlined in Mueser et al, 2003 (Integrated Treatment for Dual Disorders: A Guide to Effective practice). The required instruments include the Dartmouth Assessment of Lifestyle Instrument (DALI), the Addiction Severity Index (ASI), the Clinicians Alcohol Use Scale, the Clinician Substance Use Scale, the functional assessment Interview, Drug/alcohol time-line, the functional analysis summary and Payoff Matrix, and the Stage of Substance Abuse Treatment Scale (SATS-R).

9.6 As part of the assessment and planning process, the ACT team must provide each participant choices including, but not limited to, the following:

- 9.61 Treatment goals that are consistent with the purpose and intent of the ACT program;

9.6.2 Life goals, including educational, vocational, residential, social, or recreational pursuits;

9.6.3 Skills and resources needed to achieve goals;
Interest in self-help, advocacy, and empowerment activities; and

9.6.4 Discontinuing services at any time.

9.7 The ACT team must prepare a comprehensive service plan within 40 days of admission that includes specific objectives and services necessary to facilitate stabilization in the community. The service plan must be culturally relevant, responsive to program participant preferences and choices and shall include the following components:

9.7.1 The program participant 's designated mental illness diagnosis;

9.7.2 The signature of the physician and the team leader involved in the treatment;

9.7.3 The program participant 's signature (refusals must be documented);

9.7.4 Plans to address all psychiatric conditions;

9.7.5 The program participant's treatment goals, objectives (including target dates), preferred treatment approaches, and related services;

9.7.6 The program participant's educational, vocational, social, wellness management, residential or recreational goals, associated concrete and measurable objectives, and related services;

9.7.7 When psychopharmacological treatment is used, a specific service plan including identification of target symptoms, medication, doses, and strategies to monitor and promote commitment to medication must be used;

9.7.8 A crisis/relapse prevention plan including an advance directive; and

9.7.9 An integrated substance abuse and mental health service plan for program participants with co-occurring disorders. This plan includes the following: (1) input of all staff involved in treatment of the recipient; (2) involvement of the program participant and others of the program participant's choice; and (3) planned use of service dollars.

9.8 The comprehensive service plan of each participant must be reviewed and updated no less often than every 6 months and whenever it is clinically necessary or the participant's goals change. The update must address the following items:

9.8.1 Assessment of the progress of the program participant in regard to the mutually agreed upon goals in the service plan;

9.8.2 Changes in program participant status;

9.8.3 Adjustment of goals, time periods for achievement, intervention strategies, or initiation of discharge planning, as appropriate; and

9.8.4 An outcome assessment in a format provided by the City of Albuquerque that tracks program participant changes on key areas initially recorded in the baseline assessment

9.9 Client Service plan meetings shall be regularly scheduled each week. These meetings shall be used to complete an average of two or three client six-month treatment plan reviews and to make adjustments to the service plans of program participant who are experiencing difficulties. The treatment plan update must be conducted with the program participant present if at all possible. The psychiatrist must be present. All other team members should also be present unless compelling reasons prevent them from attending. If other team members are absent, provision must be made to integrate their input into this planning process.

9.10 The program participant's active involvement in service planning and approval of the service plan must be documented by the program participant 's signature. Reasons for non-participation shall also be documented in the case record. The program participant's involvement in service planning and approval of the plan may be accomplished in a small meeting with the team leader and the primary contact person. Updated plans shall be signed by the program participant.

9.11 Service contacts are documented in the progress notes. Such notes shall identify the particular services provided and specify their relationship to a particular goal or objective documented in the service plan. The progress note shall contain the date and location of contact and be signed by the person who provided the service.

9.12 Wrap-around dollars spent and their related treatment objectives are documented in progress notes or on a separate form which is maintained in the program participant's clinical record.

10. Case Records

10.1 A complete case record shall be maintained for all program participants in accordance with recognized and acceptable principles of record keeping:

10.1.1 Case record entries shall be made in non-erasable ink or typewritten and shall be legible;

10.1.2 Case records shall be periodically reviewed for quality and completeness;

10.1.3 All entries in case records shall be dated and signed by appropriate staff; and

10.1.4 A secure copy of records may be stored in an electronic –based form provided HIPAA Standards are met.

10.2 The case record shall be available to all staff of the ACT Program who are participating in the treatment of the recipient and shall include the following information:

10.2.1 Program participant identifying information and history;

- 10.2.2 Pre-admission screening notes, as appropriate;
- 10.2.3 Diagnoses;
- 10.2.4 Assessment of the Program participant's psychiatric, physical, social, and/or rehabilitation needs and desires;
- 10.2.5 Reports of all mental and physical diagnostic exams, assessments, tests, and consultations;
- 10.2.6 The service plan with specific recovery based, program participant driven, goal and objectives. For program participants not yet considering the need for change in their behaviors (pre-contemplation stage), the goals and objectives of the service plan can focus on relationship building between the team and the program participant, addressing basic needs met, creating program participant hope in the presence and future, and creating dissonance between the program participant's hopes and current destructive life activities/patterns. The service plan must show that the program participant is a partner in his/her journey towards recovery;
- 10.2.7 Record and date of all on-site and off-site face-to-face contacts with the recipient, the type of service provided, and the duration and location of contact;
- 10.2.8 Dated progress notes which relate to goals and objectives of treatment;
- 10.2.9 Dated progress notes which relate to significant events and/or untoward incidents; Periodic service plan reviews;
- 10.2.10 Dated and signed records of all medications prescribed;
- 10.2.11 Medication interaction/compatibility;
- 10.2.12 Recipient's progress in taking medications and opinions regarding the impact of this medication;
- 10.2.13 Duration of medication treatment;
- 10.2.14 Referrals to other programs and services;
- 10.2.15 Consent forms;
- 10.2.16 Record of contacts with collaterals;
- 10.2.17 Wrap-around service dollar expenditures documented in the clinical record either in progress notes or on a separate form;
- 10.2.18 Program participant preferences and choices; and

10.2.19 Discharge Documentation including:

10.2.19.1 The reasons for discharge,

10.2.19.2 The program participant's status and condition at discharge,

10.2.19.3 A written final evaluation or summary of the Program participant's progress toward the goals set forth in the services plan,

10.2.19.4 A plan developed in conjunction with the Program participant for treatment after discharge and for follow-up,

10.2.19.5 The signature of the Program participant's primary service coordinator, team leader, and psychiatrist,

10.2.19.6 The signature of the recipient, or justification as to why not, if possible,

10.2.19.7 Written documentation of the ineffectiveness of the ACT model of treatment, if relevant, and

10.2.19.8 A discharge summary: A discharge summary is transmitted to the receiving program prior to the arrival of the Program participant. When circumstances interfere with a timely transmittal of the discharge summary, notation shall be made in the record of the reason for delay. In such circumstances, a copy of all clinical documentation is forwarded to the receiving program, as appropriate, prior to the arrival of the Program participant.

11. Quality Assurance and Improvement Process

11.1 Leadership on the ACT team shall be provided through the direction of the psychiatrist and the team leader and will include the following procedures: (1) daily reviews, during the course of the daily team meeting, of the program participants' progress in meeting service plan objectives and barriers to achieving outcomes and program participant choices; and (2) planned meetings to update the service plan. When progress is not being made, outside consultation will be obtained from as appropriate sources and documented in the medical record.

11.2 The treatment team will collaboratively develop a process to systematically monitor, analyze, and improve its performance in assisting program participants to achieve their treatment outcomes. This will include the development of a quality improvement plan consistent with the mission and values of the treatment program. The plan will include the following items:

11.2.1 A data collection process that provides information relevant to specific treatment outcomes;

11.2.2 An analysis of program participant progress to identify outcome trends;

11.2.3 A verification of service provision and quality that supports goal attainment;

11.2.4 An identification of service provision and treatment which needs improvement;

11.2.5 Corrective action/process improvement plans specific to the results of the analysis

11.3 Data analysis shall be conducted by the team to identify trends, verify goal achievement and service quality, and identify areas of improvements and the impact of corrective actions:

11.3.1 Programs will analyze core outcomes at 6-month intervals consistent with the required assessment and service planning process; and

11.3.2 The analysis will be used as a bench measure for teams to review their progress in achieving core outcomes and to make decisions regarding the improvement of organizational performance.

11.4 Utilization Review: The ACT team shall maintain a utilization review process to include the team leader, psychiatrist, and other staff trained to perform utilization review.

11.5 Incident Reporting: The ACT team must develop, implement, and monitor an incident management program in accordance with the rules and regulations of the City of Albuquerque and State of New Mexico.

12. ACT Program Site: The ACT team shall establish and maintain program offices that meet the following minimum standards:

12.1 Persons (recipients, staff, and visitors) are safe from undue harm while they are at the program site or traveling to and from the site.

12.2 Persons (recipients, staff, and visitors) with various disabilities have full access to appropriate program areas.

12.3 The program site must have sufficient furnishings, adequate program space, and appropriate program-related equipment for the population served.

12.4 Medications must be stored according to applicable laws to ensure only authorized access.

13. Coordination between ACT and Other Systems

13.1 The ACT team shall develop written agreements for assuring service continuity with other systems of care including the following:

13.1.1 Emergency service programs;

13.1.2 State and local psychiatric hospitals;

13.1.3 The U.S. Social Security Administration;

13.1.4 The U.S. Veterans Administration;

13.1.5 The New Mexico Human Services Department;

13.1.6 Rehabilitation services;

13.1.7 Housing agencies, including the City of Albuquerque's Housing First program for persons with behavioral health disorders.

13.1.8 Social Services;

13.1.9 Vocational and employment services;

13.1.10 Self-help/Peer-run services;

13.1.11 Independent living centers;

13.1.12 Natural community supports, including parenting programs, churches/spiritual centers, and local groups/organizations;

13.1.13 Local correctional facilities and criminal Justice agencies; and

13.1.14 The Albuquerque Police Department Crisis Intervention Team.

13.2 The above agreements will address at least the following concerns:

13.2.1 Cross training with the ACT team and other systems to understand each other's purpose;

13.2.2 ACT referral procedures and forms; and

13.2.3 Modifications to each system's intake forms to identify individuals served in these systems who are ACT program participants.

13.3 The ACT team will develop a written protocol with psychiatric inpatient facilities providing:

13.3.1 That to ensure continuity and coordination of care for ACT program participants who might require hospitalization, the ACT team shall be consulted on emergency room dispositions and hospital admission/discharge decisions involving ACT program participants.

13.3.2 When a program participant is hospitalized, the ACT team shall take the following steps to coordinate with the clinical staff at the hospital:

13.3.2.1 Contact the program participant's responsible physician/treatment team to familiarize them with ACT assessment findings and the recipient's community service plan, including medication regimen;

13.3.2.2 Provide the program participant with support and hope during the hospitalization period;

13.3.2.3 Advocate with landlords and other collaterals in the community to maintain current living arrangements and other appropriate service commitments; and

13.3.2.4 Work with the discharge staff and recipient to formulate the program participant's discharge plan.

13.3.2.5 The ACT team psychiatrist will have admitting privileges at UNM Psychiatric Center.

13.4 Relationship between ACT and Vocational Services.

13.4.1 The ACT team must develop an understanding of the employment resources available to the general public and be able to help program participants access and use these services to further their employment goals.

13.4.2 Collaboration must occur among ACT staff and the existing employment resources in the area served by the ACT team including mental health supported Employment Services, State Department of Education, and the Division of Vocational Rehabilitation for Individuals with Disabilities, and private, nonprofit employment assistance groups for the disabled such as Adelante.

13.4.3 In developing a relationship with a Supported Employment Service, the ACT team will establish a process which integrates the efforts of the employment program staff with the day-to-day functioning of the ACT team.

13.4.4 For program participants interested in competitive employment, efforts must be made to ensure that program participants understand the impact that earned income can have on public subsidies. The provider can design its own benefit counseling form or utilize independent benefits counseling agencies. However, the benefits analysis from these agencies must be appropriately integrated into the ACT service plan.

13.5 Housing.

13.5.1 The ACT team shall provide assistance and training to participants in finding and retaining, safe, affordable and diverse housing options, including help in linking ACT participants with Housing First, Public Housing, Section 8 Rental Assistance, Shelter Plus Care, and resources available through the Mental Health Housing Coalition.

13.5.2 The Act team shall provide assistance and training to participants in the negotiating of leases, paying rent, purchasing and repairing household items, and negotiating and developing relationships with landlords.

13.6 Transportation

13.6.1 The ACT team shall provide training to participants that enables them to access available transportation resources, include Sun Tran and Sun Van services.

13.6.2 The ACT team may directly provide non-medical transportation services needed to accomplish a treatment objective.

14. Rights of Program Participants: ACT Program participants are entitled to the rights defined in this section. The contractor shall administer the program in a manner that assures the protection of these rights:

14.1 Program participants have the right to an individualized service plan which they form in partnership with the provider.

14.2 Program participants have the right to all information about services so they can make choices that fit their recovery.

14.3 Participation in treatment in Albuquerque ACT is voluntary and program participants are presumed to have the capacity to consent to such treatment.

14.4 Program participants shall be assured access to their clinical records consistent with the State of New Mexico rules and regulations.

14.5 Program participants have the right to receive services in such a manner as to assure non-discrimination.

14.6 Program participants have the right to be treated in a way that acknowledges and respects their cultural environment.

14.7 Program participants have the right to a maximum amount of privacy consistent with the effective delivery of services.

14.8 Program participants have the right to freedom from abuse and mistreatment by employees.

14.9 Program participants have the right to be informed of the provider's grievance policies and procedures and to initiate any question, complaint, or objection accordingly. Grievances and complaints will be addressed fully without reprisal from the provider.

14.10 The central goal of an individual service plan is to formulate goals and services that the program participant chooses. The recipient will not be penalized or terminated from the program for choices with which the provider does not agree.

14.11 A provider of service shall provide a notice of program participant's rights to each program participant upon admission to an ACT Program. Whenever possible, the rights will be discussed and explained in the program participant's primary language. Such notice shall be provided in writing and posted in a conspicuous location easily accessible to the public. The notice shall include the address and telephone number of the nearest office of the Protection and Advocacy for Mentally Ill Individuals Program, the nearest chapter of the Alliance for the Mentally Ill, and the City of Albuquerque Department of Family Services and Community Services.

14.12 Respect for recipient's dignity and personal integrity is the cornerstone of the provider's care and treatment.

15. Representative Payee Services: For program participants with a representative payee, the service plan must include a step-by-step strategy for achieving independence in this area. The 6-month service plan reviews should assess the program participant's progress towards elimination of the need for representative payee services.

16. Number of Participants:

16.1 Capacity: The contractor will plan and implement the ACT team with the objective that at maturity the capacity for participants enrolled in ACT intensive shall be 68 persons, enrolled in a manner specified in 4.3 above, and capacity in ACT step-down shall be 24 persons.

16.2 Average Monthly Enrollment: The number of participants actually enrolled for ACT services shall be at least 96% of capacity in ACT intensive and 92% of capacity in ACT step-down.

16.3 Enrollment Plan: No later than 60 days after the effective date of this agreement, the contractor shall provide to the City an enrollment plan indicating growth in capacity and anticipated actual enrollment for the subsequent 12 month period.

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Detailed Scope of Services: Section 3

1. The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the latter:

1.1 The Contractor will provide a fully comprehensive day treatment program using evidence-based practices to ensure the highest quality treatment services for a minimum of forty (40) youth (13 to 18 years of age) and their families:

1.1.1 The Contractor will procure MET/CBT5 Series (Motivational Enhancement Treatment/Cognitive Behavioral Therapy for Adolescent Cannabis Users: 5 Session Series) training for all staff prior to the implementation of the evidence-based model.

1.1.2 A minimum of forty (40) youth and their families will participate in day treatment program, including substance abuse treatment services, based on the MET/CBT5 Series (Motivational Enhancement Treatment/Cognitive Behavioral Therapy for Adolescent Cannabis Users: 5 Session Series), educational and other support services.

1.1.3 Thirty-two (32) youth will meet substance abuse treatment goals (32 of 40=80%),

1.1.4 Twenty-eight (28) youth will demonstrate improved academic performance as measured by the Steck-Vaughn, GED completion and/or grade level completion (28 of 40=70%),

1.1.5 Thirty-four (34) youth will participate in an education or vocation program or be employed at the time of discharge (34 of 40=85%),

1.1.6 Thirty-six (36) youth will have improved client functioning as demonstrated by the grouped CFARS measurements (36 of 40=90%).

2. The Contractor will adhere to *the Motivational Enhancement Therapy/Cognitive Behavioral Therapy for Adolescent Cannabis Users: 5 Sessions Manual* to ensure fidelity to the treatment model.

3. The Contractor shall abide by the Department of Family and Community Service's *Albuquerque Minimum Standards for Substance Abuse Treatment Services*, Revised, September 2002, as amended.

4. The Contractor will be required to submit client outcome data on a monthly basis as per the Client Outcome Reporting Form, (Exhibit B, Client Outcome Reporting Form which is attached hereto and incorporated herein).

5. The Contractor will cooperate with any City, State or Federal program evaluation efforts by providing requested information on Services delivered.

6. The Contractor is required to attend any City-sponsored training, including agency management and clinical supervision staff.

7. The Contractor will provide clients with a Confidentiality Statement and obtain any current necessary release(s) of information which are consistent with Federal Rules and Regulations 42 CRF Part 2, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Sections 160 and 164, and any other requirements for release of related information collected by the Contractor.

8. The Contractor will adhere to the State of New Mexico Substance Abuse Counselor Act (Chapter 61, Laws of 1996, HB 790): Article 9A of the New Mexico Counseling and Therapy Practice Board.

9. The Contractor will not employ any person or volunteer to provide Services under this Agreement who is registered as a sex offender in any United States' jurisdiction or who has a criminal background unacceptable to the City as described in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended. The Contractor will ensure that all its employees and volunteers have been screened for prior criminal behavior or registration as a sex offender in any U.S. state, through the application process, criminal background and reference checks, fingerprinting, and interviews. If required by the City, the Contractor will obtain a Criminal Records Clearance Letter issued by the State of New Mexico Prevention and Intervention Division of the New Mexico Children, Youth and Families Department for all such individuals.

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Detailed Scope of Services: Section 4

- 1.** Enter into subsidiary agreements with agencies providing case management services to eligible persons with serious mental health or substance abuse disorders and to enroll such persons for housing benefits.
- 2.** In conjunction with the case management agency, conduct an assessment of the housing needs of eligible persons.
- 3.** In conjunction with the case management agency, assist eligible persons in locating housing opportunities that best meet their needs and preferences.
- 4.** In conjunction with the case management agency, complete an income determination in compliance with 24 CFR Part 5 for each eligible person obtaining housing assistance. Based on this determination, clients will be required to pay an amount equal to 30% of their income towards the rental cost of their unit. Income determinations will be conducted no less than annually.
- 5.** In conjunction with the case management agency and the client, negotiate and enter into a lease arrangement on behalf of the client with a participating landlord for a period of no less than one year, except in the case of emergency shelter beds or board and care beds in which case the lease may be for as little as one month. Monthly rental costs for assisted units may not exceed rents for comparable units. The amount of damage deposits may be negotiated and may exceed the rates for comparable units if need to induce landlord participation in the program. All damage deposits, however, must be fully refundable, less reasonable costs for actual damages.
- 6.** Assisted renters may be subject to criminal background checks consistent with provisions of the Crime Free Multi Housing Program. However, arrest and conviction for offenses attributable to behavioral disorders may not be used solely as grounds for exclusion from housing rental, in accordance with protocols approved by the City of Albuquerque.
- 7.** Provide for payment to the landlord of an amount equal to the rental rate established in the lease less 30% of the client's income, as established by the income determination, which is paid directly to the landlord.
- 8.** Prior to approval of any lease, except for emergency shelter or board and care beds, conduct an inspection of the living unit to determine that it meets U.S. Department of Housing and Urban Development's Housing Quality Standards. Such inspections will be conducted no less often than every six months, or as needed based on information obtained from the client, the case management agency, or other source. Failure of the landlord to maintain the living unit in compliance with HQS will be grounds for termination of the lease and relocation of the client to another appropriate unit.
- 9.** In conjunction with the case management agency, assist the client in obtaining placement on waiting lists for other housing resources including Section 8, Public Housing, and project-based assistance such as HUD 811, Section 8 Mod Rehab SRO, or other project-based opportunities.
- 10.** Assure continuity in housing assistance to clients regardless of their status with a case management agency.

11. Conduct outreach to owners of rental property to encourage landlords to make units available for rent to program participants.

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Detailed Scope of Services: YDI - Section 5

1. Perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the latter:
 - 1.1 Provide a comprehensive early intervention and prevention program using evidence-based practices to ensure the quality early intervention services for a minimum of 30 at-risk children and adolescents between 6 and 17 years and their families:
 - 1.1.1 Contractor will procure the Family Strengthening Series (Brief Strategic Family Therapy Model) (BSFT) training for all appropriate staff prior to the implementation of the evidence-based model.
 - 1.1.2 A minimum of 30 at-risk youth and their families will participate in the early intervention and prevention program based on the BSFT Model.
2. The evidence-based program will also provide a minimum of 32 family therapy sessions that are focused on home and school behavioral problems, substance abuse and strengthening family relationships.
3. In conjunction with the early intervention and prevention services, provide case management to 30 families that are in need of supportive services that are offered by YDI or from other community based agencies that will help in keeping the family involved.
4. Cooperate with any City, State, or Federal program evaluation efforts by providing requested information on Services delivered.
5. Attend any City-sponsored training, including agency management and clinical supervision of staff.
6. Provide clients with a Confidentiality Statement and obtain any current necessary release(s) of information which are consistent with Federal Rules and Regulations 42 CFR Part 2, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Sections 160 and 164, and any other requirements for release of related information collected by the Contractor.
7. Adhere to the State of New Mexico Substance Abuse Counselor Act (Chapter 61, Laws of 1996, HB 790): Article 9A of the New Mexico Counseling and Therapy Practice Board.
8. Must not employ any person or volunteer to provide Services under this Agreement who is registered as a sex offender in any United States' jurisdiction or who has a criminal background unacceptable to the City as described in the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Social Services Program*, as amended. The Contractor will ensure that all its employees and volunteers have been screened for prior criminal behavior or registration as a sex offender in any U.S. state, through the application process, criminal background and reference checks, fingerprinting, and interviews. If

required by the City, the Contractor will obtain a Criminal Records Clearance Letter issued by the State of New Mexico Prevention and Intervention Division of the New Mexico Children, Youth and Families Department for all such individuals.

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PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

250 -- The Offeror's general approach and plans to meet the requirements of the RFP.

300 -- Experience and qualifications of the Offeror and personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

150 --The Offeror's past performance on projects of similar scope and size.

200 -- The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee.

4.2.4 Local Preference. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference

Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

4.3 Additional Points for Community Involvement. The City has implemented a program to assist Albuquerque’s young adults in finding summer employment with local businesses. The object is to benefit the community by providing meaningful work experiences for young people and assisting businesses to locate summer staffing. This program is called the City’s Summer Youth JOBS Initiative. To encourage participation in this program, an additional 50 points will be added to the total composite score of any Offeror who volunteers to do one of the following:

4.3.1 To hire one or more youth(s) (ages 16 - 21) for a minimum of eight (8) weeks for at least forty (40) hours per week of employment placement during the period of May 15 to September 1 of each year during the term of its contract with the City, to pay at least a minimum wage to the youth hired, to provide a meaningful work experience for the youth and an understanding of basic employment rules and requirements, to hire the youth through the New Mexico Department of Labor Dial-A-Teen Office, and to follow all applicable laws and regulations regarding the hiring of young adults; or

4.3.2 To contribute at least Two Thousand Dollars to the City’s Summer Youth JOBS Initiative Fund for each one year period during the term of its contract with the City. The funds will be used to provide employment for youth with other employers.

4.3.3 An Offeror must certify in a written statement submitted **with** its proposal its willingness to participate in this program and to meet the selected requirements outlined above in order to be eligible for these additional points.

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PART 5 - INSTRUCTIONS FOR LOCAL PREFERENCE CERTIFICATION FORM

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS.**

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

5. DEFINITIONS. The following definitions apply to this preference:

- The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
- A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
- A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

9/24/02

LOCAL PREFERENCE CERTIFICATION FORM

Solicitation Number: RFP05-030-SV

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: **SELECT ONE**

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other - Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

9/24/02

**PART 6
DRAFT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the Family and Community Services Department, RFP05-030-SV, titled "Program Evaluation Services", dated 11 May 2005, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP05-030-SV, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

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

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

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide, program evaluation services, in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within _____ years of the date of execution of this Agreement. This Agreement may be extended for up to _____ additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____ Dollars (\$_____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor at the rate of _____ Dollars (\$_____) per month. Payment shall be made to the Contractor monthly upon receipt by the City of a properly documented requisition for monthly payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (or policies) have been submitted to the City.

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

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

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

11. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

13. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this

Agreement.

14. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

15. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

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

17. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

18. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

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

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

21. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

23. Approval Required. This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR:

Approved By:

By: _____

James B. Lewis
Chief Administrative Officer

Title: _____

Date: _____

Date: _____

Fed Tax ID No: _____

State Tax ID No: _____

_____, **Director**
Department _____

Date: _____

EXHIBIT A
CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS

EXHIBIT B
OFFEROR'S PROPOSAL

RFP Number and Title:																			
	Principal (\$70)	Design/Fiscal (\$355)	Staff (\$35)	Direct Costs	Principal (\$100)	Associate Planner (\$75)	Urban Designer (\$65)	Staff (\$45)	Direct Costs	Principal (\$90)	Staff Engineer (\$60)	Technician (\$40)	Direct Costs	Principal (\$90)	Staff (\$40)	Direct Costs	Dr. X		
Phase A - Goals and Issues																	Totals		
A.1 Review Existing Planning	1,050	660			450									900					
A.2 Review Existing Infrastructure	1,050				450				4,410	1,200	400			900					
A.3 Goals and Objectives	1,400		210		200	600								540					
A.4 Establish Public Participation	1,400		210																
A.5 Establish Multi-Cultural Forum	840		175														1,000		
Phase A Subtotals	\$8,995			\$505	\$1,700				\$500	\$6,010			\$2,340		\$500	\$1,000		\$19,550	
Phase B - Sub Area(s) Development																			
B.1 Economic Trends	4,200	660	210			300								900	500				
B.2 Map Benefits & Constraints	580	2,200				600				900	600	2,000		540					
B.3 Overlay Public/Private Plans	580	2,750				300				900	600	800		540					
B.4 Coordinate Other Studies	1,880					300								540					
B.5 Service Level Perf. Standards	1,680													2,700					
B.6 Regional/Sub-Area Issues	840													1,800	500				
B.7 Building Common Vision	3,150		210		200	600				1,800		800		540				1,000	
B.8 Dev. Scenarios/Charette	2,940	2,750	210		4,000	9,225	7,670	6,390		4,500	3,000			2,700				2,000	
B.9 Infrastructure/Service Neds	1,050	660				660					3,600	2,400		540					
B.10 Fiscal Impacts	1,680	5,500								900		800		540	500				
B.11 Community Review	2,800	660			800	600				900		800		720				1,000	
B.12 Preferred Scenario	1,050	825	175		400	1,200	1,040	1,080						720					
Phase B Subtotals	\$39,000			\$1,500	\$35,305				\$4,195	\$25,300			\$2,000	\$14,280		\$1,000	\$4,000		\$126,500
Phase C - Sub Area(s) Implementation																			
C.1 Regional Agency Strategy	2,800		350		100	300								3,150					
C.2 Sub Area Strategy	2,800		350		100	300								3,330					
C.3 Funding Approaches	2,800	220	350			300					300	400		2,700					
C.4 Action Strategy (& Final Report)	3,850		1,400		200	300								2,700	1,000			1,000	
Phase C Subtotals	\$14,920			\$1,080	\$1,600			\$500	\$700				\$12,880		\$1,000	\$1,000		\$33,680	
Grand Totals	\$64,000				\$43,800					\$34,010				\$32,000			\$6,000		\$179,810

Note: Direct Costs include printing, travel, materials, etc.
Project totals include fees and direct costs, NM Gross Receipts Tax has not been included. (NMGR= \$10,451)
All Subcontractor costs have been identified.

Flow Chart: Responsibilities by Firm

Responsibilities by Firm	ABC Corporation	Dr. John Smith	Jones & Company	XYZ Planners, Ltd.	Jon Paislee, Ph.D.	City Planning/PWD
Site Analysis/Goals	■		■		■	■
Public Participation Process	■				■	■
Economic Research/Trends	■			■		■
Map Benefits and Constraints	■		■			■
Policy Review/Other Studies	■	■	■	■	■	■
Inter-Agency Coordination	■		■		■	■
Development Scenarios	■	■	■	■	■	■
Workshop/Charette	■		■	■	■	■
Infrastructure Estimate		■	■			■
Preferred Development Scenario	■		■	■	■	■
Sub-Area Implementation Strategy	■	■	■	■		■
Implementation Review Process	■			■		■
Final Plan Preparation	■			■		

Project Schedule (or Project List)

T A S K S	M O N T H S											
	1	2	3	4	5	6	7	8	9	10	11	12
Analysis, Goals and Issues												
Review Existing Planning												
Review Existing Infrastructures												
Goals and Objectives with City												
Public Participation												
Establish Multi-Cultural Forum												
Sub-Area(s) Development												
Social and Economic Trends												
Maps Benefits and Constraints												
Overlay Public/Private Plans												
Coordination with Other Studies												
Service Level Standards												
Regional, Sub-Area Issues												
Development Scenarios (Workshop)												
Infrastructure Service Needs/Costs												
Fiscal Impact Analysis												
Preferred Development Scenario												
Sub-Area Implementation												
Regional Agency Strategy												
Sub-Area strategy												
Funding Approaches												
Action Strategy												
Meetings												
Inter-Agency Technical Team	■		■			■			■		■	
Public/Neighborhood			■			■			■		■	
City Staff (Monthly)	■	■	■	■	■	■	■	■	■	■	■	■
Multi-Cultural Forum	■		■			■			■		■	