



Colfax County
Board of Commissioners

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County Clerk
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June 23, 2020

Roadrunner Health Services
David C. Montoya, CEO
7015 Santa Rachel St, NE
Albuquerque, NM 87113

Dear Mr. Montoya,

Please find enclosed two (2) partially executed Professional Services Contracts. Once fully executed, please mail 1 original back to the following address and this will be the duplicate copy for Colfax County records.

Colfax County
Attn: Danielle Martinez
PO Box 1498
Raton, N M 87740

Sincerely,

Danielle Martinez
Chief Procurement Officer
Accounts Payable
Colfax County

COLFAX COUNTY, NEW MEXICO

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between COLFAX COUNTY, NEW MEXICO, hereinafter referred to as "Colfax County," and ROADRUNNER HEALTH SERVICES, hereinafter referred to as the "Contractor," and is effective as of the date executed by the Colfax County Commission.

WHEREAS, the parties having reached agreement for Contractor to provide the County with medical and mental health care for the inmates of Vigil Maldonado Detention Center (VMDC), and

WHEREAS, Contractor having represented it is aware of the requirements of performing the services in a detention center (jail) environment with an estimated population of 80.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

A. Scope of Work

The Licensed Medical and Mental Health Professional shall be primarily responsible for, without limitation to the following services on site or via tele med:

1. Assess all individuals screened by VMDC staff to have a medical or mental health concern, for the detection, diagnosis, and continuum of treatment of medical or mental illness;
2. Conduct assessments for inmates and document all medical or mental health needs;
3. Conduct crisis intervention and management of acute psychiatric episodes;
4. Provide stabilization of psychiatric deterioration of inmates while in VMDC;
5. Conduct segregation rounds and wellness checks of inmates that are in segregation lock-down;
6. Assist in the referral and admission of inmates whose psychiatric needs exceed the treatment capability of VMDC to licensed mental health facilities;
7. Assist in the referral and admission of inmates whose medical needs exceed the treatment capability of VMDC to licensed medical facilities;
8. Obtain and document informed consent;
9. Maintain documentation on all assessments and progress;
10. Provide training of correctional staff in five critical areas (the training should occur on an annual reoccurring basis):
 - a. suicide risk factors;
 - b. identifying signs of mental illness;
 - c. signs of trauma;
 - d. de-escalation techniques; and

- e. access appropriate time to refer an inmate for an evaluation;
11. Ensure inmates referred for mental health treatment receive a comprehensive assessment within 30 days of the referral request date;
12. Provide on-site cognitive behavioral therapeutic group programming;
13. Provide telephonic consultations to VMDC staff when necessary;
14. Provide on-site crisis intervention;
15. Medical / Mental Health Professional must be on-site at the facility no less than (40) hours per week;
16. Utilize a Management Plan to provide a coordinated approach to managing chronically ill or difficult to manage inmates;
17. Provide case management services providing inmates with assistance to external providers and resources;
18. Provide the Detention Center Administrator and County Manager a monthly report of services provided; and
19. Provide tele med services when off-site and as needed.

B. Performance Measures. Contractor shall:

1. Provide a monthly report with the number of individuals assessed at the VMDC at the time of arrest;
2. Provide detention center medical and mental health training for the VMDC staff by licensed and certified mental health staff, who are qualified health care providers within the meaning of the New Mexico Medical Malpractice Act, NMSA 1978, Sections 41-5-1 et seq.;
3. Provide the Scope of Services described above by persons who are qualified healthcare providers within the meaning of the New Mexico Medical Malpractice Act, NMSA 1978, Sections 41-5-1 et seq.;
4. Provide a professional level of transparency for the treatment of medical and mental health at VMDC while maintaining confidentiality; and
5. Document all treatment provided to Colfax County Detainees and provide copies of all such documentation to Colfax County. All on-site medical records, documents and information of detainees shall be the property of Colfax County. Contractor shall retain all off-site medical records, documents and information concerning treatment of Colfax County detainees for not less than seven years and shall provide access to such records to Colfax County upon request.

C. Compensation.

1. Colfax County shall pay to the Contractor on a monthly as billed basis. **The total amount payable to the Contractor under this Agreement, gross receipts tax and expenses, shall not exceed \$22,755.08 per month or the annual total of \$273,061.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. Contractor is responsible for notifying Colfax County when the services provided under this Agreement reach the total**

compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. Payment is subject to: 1) availability of funds pursuant to the Colfax County Commission Approval set forth below; 2) to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work; and 3) to approval by the Colfax County Commission. All invoices MUST BE received by Colfax County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

D. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY COLFAX COUNTY COMMISSION. This Agreement is for a one-year term and shall terminate on **June 30, 2021**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

E. Termination.

1. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if Colfax County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to

misuse of public funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

2. Termination Management.

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

F. Colfax County Commission Approval.

This Contract is presented to the Colfax County Commission for approval. The approval and performance by Colfax County is based on the availability of funds from the approved budget for that specific fiscal year.

G. Status of Contractor.

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

H. Assignment.

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

I. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of Colfax County.

J. Release.

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

K. Product of Service -- Copyright.

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

L. Conflict of Interest; Governmental Conduct Act.

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

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

a) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Colfax County employee if such employee was or is employed by Colfax County and participating directly or indirectly in Colfax County's contracting process;

b) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of Colfax County; (ii) the Contractor is not a member of the family of a public officer or employee of Colfax County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of Colfax County, a member of the family of a public officer or employee of Colfax County, or a business in which a public officer or employee of Colfax County or the family of a public officer or employee of Colfax County has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

c) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of Colfax County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of Colfax County whose official act, while in County employment, directly resulted in Colfax County's making this Agreement;

d) this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

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

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

M. Amendment.

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

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

N. Merger.

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

O. Penalties for violation of law.

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

P. Equal Opportunity Compliance.

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

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

Q. Applicable Law.

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

R. Workers Compensation.

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

S. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration, the State Auditor and provide copies to Colfax County when requested to do so. Colfax County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Colfax County to recover excessive or illegal payments.

T. Indemnification.

The Contractor shall defend, indemnify and hold harmless Colfax County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of Colfax County.

U. Insurance. The Contractor shall maintain and keep in force Insurance Policies in amounts and with coverage not less than that provided in the policies provided to Colfax County as part of their proposal.

V. Invalid Term or Condition.

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

W. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by

a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

X. Notices.

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

To: Colfax County
County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

To the Contractor: Roadrunner Health Services
David C. Montoya, CEO
7015 Santa Rachel St, NE
Albuquerque, NM 87113

Y. Authority.

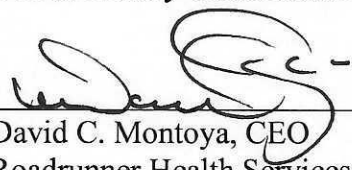
If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Colfax County Commission.

By: 

Its Chairman
Colfax County Commission

Date: 6-22-2020

By: 

David C. Montoya, CEO
Roadrunner Health Services

Date: 6/29/2020

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

ID Number: 47-5595440