

**REQUEST FOR APPLICATIONS (RFA)
ISSUED BY**

**THE NEW MEXICO HUMAN SERVICES DEPARTMENT
BEHAVIORAL HEALTH SERVICES DIVISION
Through The
NEW MEXICO BEHAVIORAL HEALTH PURCHASING
COLLABORATIVE**



**FOR
Law Enforcement Assisted Diversion (LEAD) Programs**

**RFA #21-BHSD-001
September 8,2020**

**Request for Application
Planning, Development and Implementation of Law Enforcement Assisted
Diversion (LEAD) Programs**

I. INTRODUCTION

A. Purpose of Request for Application (RFA)

The Human Services Department/ Behavioral Health Services Division (HSD/BHSD), as the Mental Health and Substance Abuse State Authority for New Mexico, is seeking applications for programs centering on comprehensive, locally driven responses to illicit opioids, stimulants, and other substances through the utilization of the Law Enforcement Assisted Diversion (LEAD) service model.

This RFA is issued by the New Mexico Human Services Department/ Behavioral Health Services Division (HSD/BHSD) through the NM Behavioral Health Purchasing Collaborative in collaboration with Falling Colors Corporation (FCC), the Administrative Services Organization for HSD/BHSD. FCC will be responsible for making payments to successful contractors and for other administrative duties such as tracking funding, reporting, etc. The HSD/BHSD will maintain programmatic supervision and authority over the services to be provided through this RFA.

B. Project Description

LEAD is a pre-arrest diversion program, rooted in harm reduction, in which police officers divert individuals to intensive case management in lieu of arrest for low-level nonviolent crimes driven by substance use disorder and other unmet behavioral health needs. Intensive case management creates meaningful opportunities for those struggling with addiction and extreme poverty to access the support and services they need to achieve behavioral change.

In a LEAD program, prosecutors, public defenders, police officers, behavioral health and social service providers work together to create a diversion criterion that addresses the needs of their community. They then continue to work together to ensure that all contacts with LEAD participants going forward are coordinated to maximize the opportunity to prevent the need for future criminal justice involvement.

By enabling police officers to use their discretion to divert minor forms of criminal wrongdoing and disorderly behaviors rooted in addiction out of the criminal justice system and into services, harms associated with drug use can be reduced for the individual and community (<https://www.leadbureau.org/about-lead>, 2018).

The aim of this solicitation is to reduce criminal justice utilization by individuals struggling with a substance use disorder, improve public safety, decrease drug overdose, and support a coordinated collaborative response to behavioral health disorders among the criminal justice, social service and public health systems in tribal and non-tribal jurisdictions in NM.

C. Scope of Procurement

The scope of the procurement shall encompass the requirements in this RFA, including appendices. This procurement is intended to fund multiple contracts pursuant to the award criteria of this RFA. Award amounts may be up to \$225,000 per contract over the period of approximately November 9, 2020 through June 30, 2021. There may be an option to renew each year should additional funding become available and contingent on satisfactory service provision each fiscal year, as determined by the Department.

Successful applicants will enter into a contract with Falling Colors Corporation, the Administrative Services Organization (ASO) for HSD/BHSD which is responsible for making payments to the successful applicant(s) based on HSD/BHSD-approved invoices for services provided. The HSD/BHSD will have overall programmatic oversight of the funded programs.

The HSD/BHSD reserves the right to adjust the awarded amounts as needed to comply with state and federal funding and/or budget mandates, including possible reductions or increases in the budget.

D. Eligible Applicants

HSD/BHSD is seeking applications for the planning, development and implementation of new LEAD programs, not previously funded with LEAD funds. Application for expansion programs will not be considered for this RFA. The application must attend to all details mentioned in this RFA. Important consideration will be given to applications that demonstrate a disproportionate impact by the abuse of illicit opioids, stimulants, or other substances as evidenced, in part, by:

- A high rate of primary treatment admissions for heroin or other illicit opioids
- High rates of overdose deaths; and/or
- A lack of accessibility to treatment providers and facilities and to emergency medical services.

Priority consideration will be given to applications that address, and propose how to meet, the significant need of rural or tribal communities. Rural locations are those outside Census Places with a population greater than or equal to 2,500; greater than or equal to 10,000 and greater than or equal to 50,000 (<https://www.ers.usda.gov>).

E. Procurement Manager

The following person has been named Procurement Manager for this RFA.

Anita Morales, BHSD Justice System Liaison

Anita.Morales2@state.nm.us

505.709.5665

If you have any questions or concerns regarding this application, direct all inquiries to the Procurement Manager only. Questions and inquiries must be sent via email after completing and submitting the Acknowledgement of Receipt Form

(Attachment A). This form must be received by the Procurement Manager by 5 p.m MST, September 15, 2020.

II. APPLICATION RESPONSE FORMAT

A. Signed Letter of Transmittal (Attachment B)

Please complete, sign and print the Letter of Transmittal Form. Incomplete forms will be rejected and will disqualify application. If you have questions on filling out this form please contact the Procurement Manager.

B. Project Abstract

Applications shall include a high-quality project abstract that summarizes the proposed project in 400 words or fewer. Include the names of the lead applicant and key partners; if applicable, the target population and the proposed number of individuals to be served; population and demographic characteristics; and the amount of funding requested.

C. Program Narrative that includes:

1. Statement of Need
2. Project design and implementation
3. Capabilities and competencies
4. Plan to Identify Goals, Objectives and Explain Data Collection
5. Budget

The program narrative must:

- Be double-spaced
- Use a standard 12-point font (Arial is preferred)
- Have no less than 1-inch margins
- NOT exceed 20 pages.
- Include a response for Items A through E below.

1. Statement of Need (15 percent)

State the problem in your community. Describe the nature and scope of the need, using data and research as support. Describe successful efforts to date to address the needs identified. Describe the need for assistance and resources to address the problem. Briefly introduce how the implementation of the LEAD model will address the problem. Briefly introduce how the implementation of the LEAD model will address the problem. Provide information that documents the impact of opioid, stimulant and other illicit drugs within the proposed service area. Speak to the impact of problematic drug use on the criminal justice system, public health and social services systems.

2. Project Design and Implementation (40 percent)

Describe how the community will plan and implement LEAD. Speak to the Core Principles of LEAD. Describe any potential barriers in planning and/or project implementation and the strategies that will be used to overcome those barriers. Include a timeline/project plan that identifies the major tasks and deliverables of the proposed project and who is responsible for each activity. Address whether any of the program-specific priority considerations have been met.

3. Capabilities and competencies (30 percent)

LEAD is committed to the success of its participants. Describe the management structure and staffing, specifically identifying the key person (or people) responsible for carrying out project activities. Describe who will serve as the project coordinator; if this position will be hired after the award, please provide a job description. Demonstrate the capacity to implement the project successfully. Describe your understanding of harm reduction and intensive case management. Describe your agency's experience working with individuals who have a substance use disorder and individuals with mental illness. Describe your agency's experience with commitment to an outcome-driven system of care, and experience collecting client level data.

Describe your agency's experience working collaboratively with other agencies, including law enforcement. Identify each partner agency that has demonstrated commitment to the project.

4. Identify Goals, Objectives and Explain Data Collection Plan (10 percent)

Identify project goals and objectives based on the aims of this solicitation. Specifically describe the manner in which the data will be collected and managed, including the data source, methods for collection and the person(s) responsible. Discuss how the project will collaborate with BHSD on a cross site evaluation and meet all BHSD required performance measure reporting.

5. Budget (5 percent)

Include a complete, cost-effective line item budget and budget narrative. The budget must be reasonable, allocable, and necessary to project activities. Budget narratives should demonstrate generally how applicants will maximize cost effectiveness of award expenditures in relation to potential alternatives and the objectives of the project. (Unallowable costs: purchase or improvement of land; purchase or leasing of vehicles, major construction/reconstruction, major remodeling, or capital outlay)

It is recommended the budget clearly identify activities proposed in the planning and implementation phases.

III. RFA Evaluation Process

BHSD shall evaluate applications to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with award requirements.

- The application must be submitted by an eligible applicant as described in Section I, Paragraph D of this RFA.
- The application must request funding within programmatic funding constraints.
- The application must be responsive to the scope of the Request for Application.
- The application must include all items necessary to meet the basic minimum requirements.

Higher evaluation scores will be awarded to applications that thoroughly demonstrate service capacity to rural or tribal regions.

IV. TIMELINE All applications are due by 5:00 p.m. on October 23, 2020.

The BHSD liaison will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFA –Request for Application issued by the NM Human Services Department, Behavioral Health Services Division for the Behavioral Health Services Division.	BHSD	9/8/2020
2. Acknowledgement of Receipt Form (Attachment A) - the <i>Acknowledgement of Receipt Form</i> must be submitted by 5:00 pm (MST) by email. The <i>Acknowledgement of Receipt Form</i> allows for the applicant to be placed on the Distribution List. This list will be used to respond to questions and to send information, as needed, to all applicants. Failure to return the <i>Acknowledgement of Receipt Form</i> shall constitute a presumption of receipt.	Applicants	9/15/2020
3. Deadline to submit written questions- 5:00 pm (MST) Questions must be submitted by email and shall be for the purpose of obtaining intent/clarity on the RFA	Applicants	9/18/2020
4. Response to written questions- Questions will be distributed to all applicants by 5:00 pm (MST)	BHSD Procurement Manager	9/22/2020
5. Submission of Application- All applications must be received by the Procurement Manager no later than 5:00 pm (MDT) on October 23, 2020. One physical copy of the application <u>must</u> be mailed to the Procurement Manager at the address listed under Section I Paragraph E of this RFA. The cover page of the physical application must be labeled as “Original”. Applications must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Justice Involved Intervention Project. An additional electronic copy must also be submitted by email to the Procurement Manager.	Applicants	10/23/2020
6. Review of Application – Applications will be reviewed by the Application Evaluation Committee according to information provided in the RFA. The Procurement Manager may initiate discussions, at her discretion, for the purpose of clarifying aspects of the application. However, applications may be accepted and reviewed without such discussion.	Application Evaluation Committee	10-26- 2020 to 10-30- 2020
7. Selection of Finalist Applications - The Application Evaluation Committee will select and Procurement Manager will notify the finalist offerors on approximately Only finalists will be invited to participate in the subsequent steps of the procurement.	Application Evaluation Committee	10-30-20

<p>8. Negotiate Contract- The contract will be negotiated and finalized with the successful applicants. These dates are subject to change at the discretion of BHSD.</p> <p>In the event that mutually agreeable terms cannot be reached with the successful applicant in the time specified, BHSD reserves the right to finalize a contractual agreement with the next identified county.</p>	Parties to the Contract	11-2-20 thru 11-6-20
<p>9. Contract Start Date - This date is subject to change at the discretion of BHSD.</p>	Parties to the Contract	11-9-20

V. TERMS AND CONDITIONS

1. Acceptance of Terms and Conditions Governing the Procurement

Potential Applicants must indicate their acceptance of the Terms and Conditions Governing the Procurement section in the letter of transmittal. Submission of an application constitutes acceptance of the Evaluation Factors contained in Section V of this RFA.

2. Incurring Cost

Any cost incurred by the potential Applicant in preparation, transmittal, and/or presentation of any application or material submitted in response to this RFA shall be borne solely by the Applicant. Any cost incurred by the Applicant for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Applicant.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFA shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Collaborative which may derive from this RFA. The Collaborative will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive written approval from the Collaborative/BHSD awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Applications

An Applicant may submit an amended application before the deadline for receipt of applications. An amended application must be a complete replacement for a previously submitted application and must be clearly identified as such in the transmittal letter. The BHSD personnel will not merge, collate, or assemble application materials.

6. Applicant's Rights to Withdraw Application

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

7. Application Offer Firm

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

8. Disclosure of Application Contents

Applications will be kept confidential until negotiations and the award are completed by the Collaborative/BHSD. At that time, all applications and documents pertaining to the applications will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of an application on which the potential Applicant has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

i. Proprietary or confidential data shall be readily separable from the application in order to facilitate eventual public inspection of the non-confidential portion of the application.

ii. Confidential data is restricted to:

a) confidential financial information concerning the Applicant's organization

b) data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.

PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Applicant has made a written request for confidentiality, the Collaborative/BHSD shall examine the Applicant's request and make a written determination that specifies which portions of the application may be disclosed. Unless the Applicant takes legal action to prevent the disclosure, the application will be so disclosed. The application shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFA in no manner obligates the Collaborative or the State of New Mexico or any of its Agencies to the use of any Applicant's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFA may be canceled at any time and any and all applications may be rejected in whole or in part when the Collaborative/BHSD determines such action to be in the best interest of the State of New Mexico. 16

11. Sufficient Appropriation

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

12. Legal Review

The Collaborative/BHSD requires that all Applicants agree to be bound by the Terms and Conditions contained in this RFA. Any Applicant's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Basis for Application

Only information supplied, in writing, through the Procurement Manager or in this RFA shall be used as the basis for the preparation of Applicant applications.

14. Contract Terms and Conditions

The Contract between the Collaborative and a Contractor will follow the format specified by the Collaborative and contain the terms and conditions set forth in this RFA application. However, the Collaborative in collaboration with HSD/BHSD reserves the right to negotiate with a successful Applicant provisions in addition to those contained in this RFA.

The Collaborative discourages exceptions requested by applicants to contract terms and conditions in the RFA. If, in the sole assessment of HSD/BHSD (and its evaluation team), an application appears to be contingent on an exception, or on correction of what is deemed by an Applicant to be a deficiency, or if an exception would require a substantial application rewrite, an application may be rejected as nonresponsive.

15. Applicant Terms and Conditions

Should an Applicant object to any of the Collaborative/BHSD's terms and conditions, as contained in this Section or in Attachment B, the **Applicant must propose specific, alternative language in writing and submit it with its application**. Contract variations received after the award will not be considered.

Collaborative/BHSD may or may not accept the alternative language. Applicants agree that requested language must be agreed to in writing by Collaborative/BHSD to be included in the contract. If any requested alternative language submitted is not so accepted by Collaborative/BHSD, the attached sample contract with appropriately accepted amendments shall become the contract between the parties. General references to the Applicant's terms and conditions or attempts at complete substitutions are not acceptable to the Collaborative/BHSD and will result in disqualification of the Applicant's application.

Applicants must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. Applicants must submit with the application a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Collaborative/BHSD.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Collaborative/BHSD and the Applicant selected and shall not be deemed an opportunity to amend the Applicant’s application.

17. Applicant Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Applicant to adhere to the requirements specified within this RFA. The Evaluation Committee will reject the application of any potential Applicant who is not a Responsible Applicant or fails to submit a responsive offer.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements in instances where all responsive applications failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

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

20. Collaborative/BHSD Rights

The Collaborative/BHSD in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Applicant’s application.

21. Right to Publish

Throughout the duration of this procurement process and contract term, Applicants and contractors must secure from the Collaborative/BHSD written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or Collaborative/BHSD contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Applicant’s application or removal from the contract.

22. Ownership of Applications

All documents submitted in response to the RFA shall become property of the Collaborative/BHSD.

23. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFA shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Collaborative/BHSD.

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

24. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Applicant must have a valid e-mail address to receive this correspondence. (See also Section IV, # 4: Response to Written Questions).

25. Use of Electronic Versions of this RFA

This RFA is being made available by electronic means. In the event of conflict between a version of the RFA in the Applicant's possession and the version maintained by the Collaborative/BHSD, the Applicant acknowledges that the version maintained by the Collaborative/BHSD shall govern.

26. Conflict of Interest

The Applicant 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 or services required under the Agreement.

ATTACHMENT A - ACKNOWLEDGEMENT OF RECEIPT

Law Enforcement Assisted Diversion Program (LEAD)

In acknowledgement of receipt of this RFA the undersigned agrees that they have received a complete copy, beginning with the Cover page and ending with ATTACHMENT B. The acknowledgement of receipt must be signed and returned to the BHSD Procurement Manager no later than the date described in Section III of this RFA. You must return this form to receive correspondence regarding this RFA

Applicant Name:		
DBA:		
Authorized Representative:		
Title:	Phone No.:	
E-Mail:	Fax No.:	
Address:		
City:	State: NM	Zip Code:

Signature: _____

Date: _____

The below name and address will be used for all correspondence related to the Request for Application.

Anita Morales, BHSD Justice System Liaison
 RFA Procurement Manager
 Human Services Department
 Behavioral Health Services Division,
 P.O. Box 2348
 Santa Fe, NM 87504
 Email: Anita.Morales2@state.nm.us
 505.709.5665

ATTACHMENT B-LETTER OF TRANSMITTAL FORM page 1 of 2
Law Enforcement Assisted Diversion Program (LEAD)

Form must be complete.

1. Lead Organization		
Name of Applicant Organization:		
Mailing address:		
City:	State: NM	Zip Code

2. Person authorized by the organization to contractually obligate on behalf of this grant/contract award:
Name:
Title:
E-Mail Address:
Telephone Number:

3. Person authorized by the organization to negotiate the grant/contract award:
Name:
Title:
E-Mail Address:
Telephone Number:

4. Person authorized by the organization to clarify, and respond to queries on behalf of this grant/contract award :
Name:
Title:
E-Mail Address:
Telephone Number:

Form continues on next page.

ATTACHMENT B - LETTER OF TRANSMITTAL FORM page 2 of 2
Law Enforcement Assisted Diversion Program (LEAD)
 Form must be complete.

5. Use of Sub-Contractors (Select one)*	
<input type="checkbox"/>	No sub-contractors will be used
<input type="checkbox"/>	The following sub-contractors will be used (describe purpose of sub-contracts):

6. Please describe any relationship with other community, government, or business sectors (other than Subcontractors listed in (4) above) that will support your efforts.

<p>5. On behalf of the submitting organization named, above, I accept the Terms and Conditions stated in this RFA. I agree to comply with all requirements as described in this RFA, including all appendices, attachments, written clarifications and amendments provided.</p> <p>If the designated county is unwilling to comply with any terms, conditions or other requirements of this RFA the county shall clearly describe any deviations and include a complete explanation of why such deviations are proposed.</p>
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Signature: _____
 Signature (By the person identified in item #2, above.)

Date: _____ Authorized

Attach additional sheets of paper, if necessary