

REQUEST FOR APPLICATIONS

ISSUED BY

The Behavioral Health Services Division

THROUGH THE

New Mexico Behavioral Health
Purchasing Collaborative



HUMAN
SERVICES
D E P A R T M E N T

FOR

Sexual Assault Training and Support Program

RFA Solicitation #: 22-BHSD-01
January 20, 2021

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Preface: Request for Application (RFA) Organization

Thank you for your interest in working with the Behavioral Health Services Division (BHSD) to provide a Sexual Assault Training and Support program. This RFA will provide the information you need to write and submit an application for this service. Any questions you may have can be addressed by the RFA Manager who is identified in this document.

The RFA is organized into 5 sections plus 4 Appendices. Each Section is briefly explained below. The Budget Form (Appendix C) will be attached with the RFA as a separate Excel file.

SECTION I – INFORMATION

This section provides the information you need to know to apply for funding under this RFA, to include:

- **General Information**
 - The purpose of the RFA
 - Who is managing the RFA
 - Terminology used within the RFA.
- **Information on the contracts that will result from this RFA:**
 - Contract Term
 - Funding Availability
 - Applicant Qualifications
- **Information on the services being procured through this RFA**
 - Background
 - Service Description and/or requirements
 - Program Requirements, Background

SECTION II – RFA PROCESS TIMELINE

This section identifies the dates and activities relevant to managing this RFA and applying for funding. A description of each activity is also included.

SECTION III – GENERAL REQUIREMENTS

This section identifies the standard terms and requirements that providers are expected to follow and abide by in writing an application and providing services for BHSD.

SECTION IV – APPLICATION FORMAT AND ORGANIZATION

This is the section that will guide you on how to write your application. It explains how to format the application and the questions you will need to respond to in your application.

SECTION V – EVALUATION

This section explains how the applications will be evaluated and awards made.

I. INFORMATION

A. PURPOSE

The Behavioral Health Services Division (BHSD), is issuing this Request for Application (RFA) from a provider, statewide, for the procurement of the Sexual Assault Training and Support Program.

BHSD intends to select an applicant with experience and knowledge to perform the specific services described in the Scope of Work, Contract Terms and Conditions, attached as Appendix D.

The Behavioral Health Services Division (BHSD), is requesting applications from qualified entities for the provision of a program to provide training, technical assistance, and support to professionals across the state who are responsible for working with sexual assault survivors. This includes, but is not limited to, regional care coordinators, program coordinators, medical professionals, and law enforcement and corrections staff. This Request for Applications (RFA) also calls for the successful offeror to act as a fiscal agent responsible for tracking, verifying, and paying for the medical expenses (medical treatment and forensic medical exams) incurred as a result of sexual assault. The required services will meet the statutory requirements of the Sex Crimes Prosecution and Treatment Act, Sections 29-11-1, et seq., NMSA, 1978.

BACKGROUND INFORMATION

Sexual violence is an issue that affects individuals of all ages, gender, race, and socio-economic backgrounds. Based on information from the National Sexual Violence Resource Center (NSRV) sexual violence is any type of unwanted sexual violence including words or actions. According to the New Mexico Sexual Assault Coalitions *SEX CRIMES IN NEW MEXICO XVII: An Analysis of 2018 Data from The New Mexico Interpersonal Violence Data Central Repository*, 3,630 sex crimes were reported by the participating law enforcement agencies in New Mexico (¹Caponera, 2019). The study also found an increase of 2% in the service seeking of victims of sexual assault (Caponera, 2019). The prevention, outreach, and treatment funding for sexual assault services are crucial to the ability of survivors and their families to continue to heal.

B. CONTRACT EFFECTIVE DATE

Term: The effective date of the contract issued as a result of this RFA is July 1, 2021, and the contract will end on June 30, 2023. Prior to the end of June 30, 2023, there will be an option to renew the contract for two additional years, at the discretion of BHSD.

C. FUNDING AVAILABILITY

The anticipated amount to be awarded under this RFA is approximately \$927,254.00 per year. BHSD seeks to fund one program contingent upon complete, competitive applications received from applicants who can demonstrate the capacity to provide the required services as specified

¹ New Mexico Coalition of Sexual Assault Programs, Inc. (2019). *SEX CRIMES IN NEW MEXICO XVII: An Analysis of 2018 Data from The New Mexico Interpersonal Violence Data Central Repository*. New Mexico: Betty Caponera, Ph.D.

in the Project Description below.

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

Applicants of this RFA are required to be non-profit 501(c)(3)'s.

E. SERVICE REQUIREMENTS

The total available budget is \$927,254 per state fiscal year and is comprised of two primary components as defined below. Note that Training and Technical Assistance and Medical Management cannot exceed \$142,648 in total.

1. Training and Technical Assistance Services -The successful applicant shall provide technical assistance and training services to sexual abuse program coordinators, and statewide training for all professionals working with sexual abuse victims, with an emphasis on children. The successful applicant shall submit to BHSD, for prior approval, all proposed materials to be used and activities to be performed.

a) **TRAINING.** The successful applicant shall:

- 1) The successful applicant will provide sexual abuse program coordinators with training in the following areas: protocol for evidence collection; information on New Mexico statutes, law enforcement, and legal advocacy; sexual abuse response system coordination among agencies; utilization of volunteers in providing services; skills on fundraising; community education and prevention of child sexual abuse; treatment methodologies; and other relevant issues as requested by the new coordinators.
- 2) The successful applicant will train professional staff at The New Mexico Behavioral Health Institute Center for Adolescent Relationship Exploration (CARE) Unit. The focus of the training will be on issues relevant to appropriate victim and offender treatment methodologies.
- 3) The successful applicant will train statewide professionals on child sexual abuse. A minimum of four (4) hours per Behavioral Health Region is required. Each training session must have a minimum of ten participants.
- 4) The applicant will provide technical assistance and training to entities on topics including, but not limited to: the New Mexico Coalition of Sexual Assault Prevention (NMCSAP), applicable statutes, medical fund, and billing. Technical assistance shall also assure that needs of sexual assault victims are addressed when the SE develops uniform

clinical criteria for levels of care across a region and a regional quality management plan which includes regional access to services.

- 5) The successful applicant will submit agendas for training (including site, topics, and presenters) in writing to the BHSD two weeks prior to the training. Agendas shall be approved by the BHSD. A monograph of each training (to include a list of participants, agenda, handouts, and evaluations) shall be submitted to the BHSD along with the reimbursement request.

- b) The successful applicant will coordinate and facilitate two (2) meetings per year with the sexual abuse program coordinators and a representative of BHSD. The successful applicant will be responsible for paying the following incurred expenses of the attendees: actual mileage costs for the coordinators and approved guests, and registration fees. Meetings will be one (1) to two (2) days in duration and the focus will be to build a cohesive statewide network for sexual assault coordinators.

- c) The successful applicant will coordinate a statewide Sexual Abuse Awareness Week in conjunction with Victim's Rights Week. The successful applicant will coordinate with the Behavioral Health Services Division (BHSD) as appropriate, at the time of the statewide Sexual Abuse Awareness Week activities are being planned. Activities include: preparing a packet of rape awareness information for all sexual assault coordinators; developing public service announcements for television, radio, and newspapers; coordinating sexual abuse activities statewide by networking with sexual assault coordinators; promoting public awareness of sexual abuse; developing fundraisers, etc.

- d) The successful applicant will develop, disseminate, and analyze a needs assessment questionnaire to all statewide sexual abuse coordinators, CARE Unit staff, and other pertinent individuals. The questionnaire will focus on services provided by the applicant, identification of service needs in each community, and suggestions on the Resource Manual, the Evidence Kit, and all other brochures/documents disseminated by the applicant. The questionnaire will include a listing of all available sexual abuse materials including films, slides, brochures, articles, books, etc. The applicant will utilize the results of this assessment to create a plan for services. The applicant will not request reimbursement for training or other services until the assessment is complete.

- e) The successful applicant will, with input from experts, revise, develop (if appropriate), print, store, and disseminate statewide a minimum of six (6) different sexual abuse brochures.

- f) The successful applicant will produce 1800 Sexual Assault Evidence Collection Kits for adults and children and disseminate them to medical personnel, hospitals, and other appropriate agencies/individuals. The successful applicant will be responsible for purchasing materials used in the kits and

assembling, storing, and distributing the kits. Kits are to be disseminated no later than two (2) weeks from receipt of the request. The successful applicant will be responsible for all revisions of kit contents and instruction sheet(s) as recommended by the New Mexico State Crime Laboratory and the BHSD. The successful applicant will be required to keep a detailed listing of all recipients. An updated list of kits assembled as well as an updated listing of recipients must be maintained on-site.

- g) The successful applicant will be responsible for developing, updating, adding to, and maintaining a sexual abuse resource library. The library shall include films from the Sex Crime Prosecution and Treatment Program, current literature on sexual abuse issues, and other resources/research-oriented materials deemed pertinent. The successful applicant shall purchase films relevant to sexual abuse/assault as well as books, pamphlets, and other types of literature. The successful applicant will maintain an updated list of all literature, articles, etc. as well as a listing of all films. The successful applicant will devise an equitable check-out system and disseminate materials being requested.
- h) The successful applicant will aggregate data from the Sexual Assault History Forms submitted by community mental health providers, if applicable. In addition to aggregating all data elements contained in the form, the applicant will:
 - 1) maintain a monthly log of forms received by provider;
 - 2) disseminate an original sexual assault form to the providers, as requested,
 - 3) provide technical assistance on the sexual assault history form; and
 - 4) the monthly sexual assault history form tally shall be provided to BHSD no later than ten (10) days after the last day of the month. The applicant agrees to provide sexual assault history form data on Microsoft ACCESS.
- i) The Catchment Area for the services provided by the applicant will be statewide.

MEDICAL FUND MANAGEMENT

b) 1) The successful applicant shall be reimbursed \$ 4,400.00 per month for twelve months for the Processing/Verification of Medical Bills

2. Sexual Assault Medical Fund

- a) The successful applicant will be responsible for processing and verifying sexual assault medical bills (i.e., medical treatment bills and forensic medical exam bills) as provided for in the Sexual Crimes Prosecution and Treatment Act, Sections 29-11-1, et seq., NMSA 1978. All payments for said medical services will be processed by the applicant based on documentation submitted and approved by BHSD.

-Sexual assault medical treatment is defined as including physical treatment for injuries, ambulance service, and emergency room visits. The successful applicant is responsible for ensuring that a per victim payment does not exceed the \$150 maximum limit. For those consumers having multiple medical treatment providers, the successful applicant will pay on a first-come, first-served basis. If billings are received during the same month and exceed the allowable \$150 limit, the successful applicant will then prorate the monies among the providers. The successful applicant will reimburse within thirty days of receipt of the bill.

-A forensic medical exam is defined as including: examination of physical trauma and determination of penetration or force through physical observation and documentation for injuries, including x-rays for documentation of internal injuries and a pelvic exam; patient interview; and the collection and evaluation of evidence which includes baseline and one follow-up test(s) for sexually transmitted disease including gonorrhea, serological test for syphilis, test for HIV, Chlamydia, etc.; baseline and one follow-up pregnancy test; physician fee for observation; documentation and evidence collection; and motile sperm examination. The successful applicant is responsible for paying the full cost for the forensic medical exam within ninety days of receipt of the bill. The successful applicant is responsible for full payment of all forensic medical bills received within one year of the date of examination.

- b) The successful applicant will notify all potential medical providers that the applicant will be receiving, processing, and verifying all sexual assault medical bills before reimbursement.
- c) The successful applicant will notify all potential forensic medical exam providers that the victim is not to be billed for any portion of the forensic medical exam.
- d) The successful applicant will collect, open, date, and keep a log of all billings upon receipt. All billings shall include Billing and Medical Verification Forms for each consumer. The billing statements and verification forms will be proofed for accuracy on signatures, services rendered, and the amount requested.
- e) The successful applicant shall ensure any billing which is inaccurate, incomplete, or is not relevant to a sexual will be returned to the medical provider with a rejection letter stating the reason for rejection.
- f) Processing of sexual assault medical bills will occur monthly. Processing of bills begins on the last working day of each month to allow all medical providers sufficient time to submit billings for consumers. The successful applicant will utilize the documents entitled "Reimbursement Procedures for Medical Services" (which will be supplied by BHSD) in its tracking process.

- g) The successful applicant will be responsible for developing a tracking system for all reimbursed services for each victim. Information will include at a minimum: (1) date of treatment; (2) date paid; (3) name of medical provider; (4) amount requested; and (5) amount paid. The tracking system must be maintained and kept up-to-date on a monthly basis.
- h) The successful applicant will submit the following documentation to the BHSD on the 15th day of the month:
 - 1) A listing of each provider which will include all consumers who were provided services and the amount billed for each consumer; and
 - 2) A distribution voucher to include: (a) sequential numbers on the left column by each medical provider, and (b) a listing of each medical provider and the amount to be paid. Distribution vouchers will be provided to the successful applicant by the DEPARTMENT. The sequential numbers on the distribution voucher shall match those on the aggregated billing for each medical provider.
- i) The successful applicant shall be responsible for mailing a check to each medical provider with appropriate back-up documentation.
- j) The successful applicant will provide ongoing technical assistance to the applicant concerning the sexual assault medical billing process.
- k) The successful applicant is responsible for protecting the confidentiality of the victims. Consumers' names are not a matter of public record and, therefore, will not be disclosed except for verification of payment purposes.
- l) In the event the successful applicant receives refund checks from physicians, hospitals, insurance companies, etc., a tracking log must be kept to include: the provider; date check was received; check number; invoice number (from which original bill was paid); and amount of refund. A copy of the log with the checks must be submitted monthly along with all other required documentation specified above.
- m) The successful applicant will work with medical providers such as the Sexual Assault Nurse Examiner (SANE) projects, to assure that other reimbursement sources such as Medicaid/Centennial Care and Crime Victims Reparation Commission are utilized when possible.
- n) The successful applicant shall work with the Crime Victims Reparation Commission to develop a usual and customary allowable billing structure in order to create an equitable, manageable, responsible format for medical agencies to submit billings for rape exams. The successful applicant shall implement this structure after receiving approval from BHSD.

- o) **PAYMENT: SEXUAL ASSAULT MEDICAL FUND:** (based on actual billings for free forensic medical exams, and capitated payments of \$150 per victim per incident for medical treatment).

Applicants are strongly encouraged to demonstrate cross-sector collaboration (i.e. working with law enforcement, private businesses, education, transportation, banking, etc.) in service delivery and outreach.

F. RFA MANAGER

BHSD has assigned an RFA Manager who is responsible for the conduct of this RFA, whose name, and e-mail address are listed below:

Tamara Espinoza
Human Services Department
Behavioral Health Services Division
Email: tamara.espinoza@state.nm.us

Any submissions, inquiries, or requests regarding this RFA shall be submitted in writing via email to the RFA Manager. The emails shall have a subject line that reads: RFA: Sexual Assault Training and Support Program. Applicants may contact **ONLY** the RFA Manager regarding this RFA. Other BHSD employees or Evaluation Committee members do not have the authority to respond on behalf of the RFA Manager.

G. DEFINITION OF TERMINOLOGY

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

“Applicant” is any person, corporation, or partnership that chooses to submit an application under this RFA.

“Award” means the final execution of the contract document with Falling Colors Corporation.

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

“Close of Business” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“Contract” means an agreement for the procurement of services entered into between BHSD or its designee, Falling Colors Corporation, and the successful Applicant.

“Contractor” means any business having a contract with BHSD or its designee, Falling Colors Corporation.

“Desirable” – the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Evaluation Committee” means a body appointed to evaluate the applications.

“Evaluation Committee Report” means a report prepared by the RFA Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the RFA.

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

“Mandatory” – the terms "must", "shall", "will", and "required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of an application.

“Minor Technical Irregularities” anything in the application that does not affect the price/quality and quantity or any other mandatory requirement.

“Multiple Source Award” means an award of an indefinite-quantity contract to more than one Applicant, for one or more similar services.

“Natural Supports” means relationships with family, friends, co-workers, neighbors, and acquaintances, and are reciprocal. Natural supports help veterans develop a sense of social belonging, dignity, and self-esteem. Further information can be found on the New Mexico Behavioral Collaborative web page at www.bhc.state.nm.us.

“RFA Manager” means the person or designee authorized by BHSD to manage or administer a Request for Applications (RFA) process.

“RFA Agency” means the New Mexico Human Services Department, Behavioral Health Services Division, through the New Mexico Behavioral Health Purchasing Collaborative.

“Recovery-Oriented System of Care (ROSC)” means a coordinated network of community-based services and supports that is person-centered and builds on the strengths and resiliencies of individuals, families, and communities to achieve abstinence and improved health, wellness, and quality of life for those with or at risk of alcohol and drug problems.

“Request for Applications (RFA)” means all documents, including those attached or incorporated by reference, used for soliciting applications.

“Responsible Applicant” means an applicant that submits a complete application and that has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the application.

“Responsive Application” or means an offer that conforms in all material respects to the

requirements set forth in the request for applications. Material respects of a request for applications include, but are not limited to price, quality, quantity or delivery requirements.

“RFA Manager” means the person or designee authorized by the Agency to manage or administer a Request for Application (RFA) process.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with an Applicant’s company.

“Trauma-Informed Care (TIC)” means behavioral health providers shall be aware of the pervasive, adverse impact of trauma commonly found with persons who are experiencing mental health and/or substance use disorders. The entire system of care shall be designed to be trauma-informed to create a healing environment and evidenced-based or best practices shall be delivered to address trauma in the treatment process. Further information can be found on the New Mexico Behavioral Collaborative web page at www.bhc.state.nm.us.

II. RFA PROCESS AND TIMELINE

This section of the RFA contains the schedule, description, and conditions governing the request for applications.

A. SEQUENCE OF EVENTS

The RFA Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFA	BHSD/RFA Manager	1-20-21
2. Acknowledgment of Receipt Form	Potential Applicants /RFA Manager	1-27-21
3. Deadline to submit Questions	Potential Applicants	1-27-21
4. Response to Written Questions	RFA Manager	2-2-21
5. Submission of Applications	Applicants	3-8-2021
6. Application Evaluation	Evaluation Committee	3-9-21 thru 3-18-21
7. Selection of Finalists	Evaluation Committee	3-18-21
8. Best and Final Offers	Evaluation Committee	If needed.
9. Notice of Intent to Award Contract	RFA Manager	3-26-21
10. Negotiate and Finalize Contract	Parties to the Contract	3-29-21 through 4-30-21
11. Contract Execution	Parties to the Contract	7-1-21

B. EXPLANATION OF EVENTS

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

1. Issuance of RFA

This RFA is being issued by the New Mexico Human Services Department through the New Mexico Behavioral Health Purchasing Collaborative on **1-20-21**.

2. Acknowledgement of Receipt Form and RFA Distribution List

Potential Applicants shall email the completed "Acknowledgement of Receipt Form" that is attached to this document, as **Appendix A**, in order to have their organization placed on the RFA distribution list. The form shall be signed by an authorized representative of the organization, dated, and returned to the RFA Manager by 5:00 pm Mountain Standard on **1-27-21** as stated in Section II, A. Sequence of Events.

Please email the written questions to tamara.espinoza@state.nm.us. The email subject line shall read Acknowledgement of Receipt Form – Sexual Assault Training and Support Program RFA.

The RFA distribution list will be used for the distribution of the RFA questions and the written responses to the questions and to alert potential applicants of any amendments to the RFA. Failure to return the Acknowledgement of Receipt form shall not prohibit potential Applicants from submitting a response to this RFA. However, it shall result in the Applicant name not appearing on the distribution list, which in turn results in the Applicant not receiving a copy of the RFA questions and answers and/or amendments, if applicable.

3. Deadline to Submit Written Questions

Potential Applicants may email written questions to the RFA Manager as to the intent or clarity of this RFA until 5:00 p.m. Mountain Standard Time **1-27-21**, as stated in Section II, A. SEQUENCE OF EVENTS. All written questions must be addressed to the RFA Manager and as declared in Section I, Paragraph F.

Please email the written questions to tamara.espinoza@state.nm.us. The email subject line shall read **Written Questions, Sexual Assault Training, and Support Program RFA**.

4. Response to Written Questions

As indicated in the sequence of events, written responses to written questions will be distributed to all potential Applicants whose organization name appears on the RFA distribution list by 5:00 p.m. Mountain Standard Time **2-2-21**. An e-mail copy will be sent to all Applicants that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline.

5. Submission of Applications

ALL APPLICATIONS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE RFA MANAGER OR DESIGNEE NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME ON **3-8-21**, as stated in Section II, A. SEQUENCE OF EVENTS. Applications received after this deadline will not be accepted. The time and date of the email used to submit the applicant's application will be the official record of the receipt date and time.

Applications must be sent to the BHSD Finance Team by email to BHSD.FinanceTeam@state.nm.us. The subject line of the email shall read **Application Submission- Sexual Assault Training and Support Program RFA. Please do not send your application through a zip drive**. Applications submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Applicant organizations that submitted applications. The contents of applications will not be disclosed to competing potential Applicants during the negotiation process. The negotiation process is deemed to be in effect until the contract pursuant to this Request for Applications is awarded. In this context "awarded" means all required signatures on the contract(s) resulting from the RFA have been obtained.

6. Application Evaluation

Applications will be evaluated by an Evaluation Committee. This process will take place on **3-9-21 thru 3-18-21** as indicated in the sequence of events, depending upon the number of applications received. During this time, the RFA Manager may initiate discussions for the purpose of clarifying aspects of an application with an applicant that submitted a responsive or potentially responsive application. However, applications may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by applicants nor will discussion be an opportunity to modify an application.

7. Selection of Finalists

The RFA Manager will notify the finalist Applicants selected by the Evaluation Committee as per schedule Section II. A., Sequence of Events, or as soon as possible.

8. Best and Final Offers

Finalist Applicants may be asked to submit revisions to their applications for the purpose of obtaining the best and final offers. If this is needed, the subsequent dates in the “Sequence of Events” will be adjusted to allow for such.

9. Notice of Intent to Award Contract

Any Contractual agreement(s) resulting from this RFA will be finalized with the most advantageous Applicant(s). Based on the selection of the successful Applicant(s) by the Evaluation Committee and approval by BHSD, the RFA Manager shall send a Notice of Intent to Award to all Applicants on approximately **3-26-21**. This date is subject to change at the discretion of the HSD/BHSD.

10. Negotiate and Finalize Contract

The Contract will be negotiated and finalized with the successful Applicant(s) between **3-29-21 thru 4-30-21**. This date is subject to change at the discretion of the BHSD.

The contract shall be awarded to the Applicant (or Applicants) whose applications are most advantageous to the BHSD, taking into consideration the evaluation factors set forth in this RFA. The most advantageous application may or may not have received the most points. In the event that mutually agreeable terms cannot be reached with the apparent most advantageous Applicant in the time specified, the BHSD reserves the right to finalize a contractual agreement with the next most advantageous Applicant(s) without undertaking a new RFA process.

11. Contract Execution

The anticipated date for contract execution is **7-01-21**. This date is subject to change at the discretion of the BHSD.

III. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the RFA

Potential Applicants must indicate their acceptance of the Conditions Governing the RFA 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 BHSD which may derive from this RFA. The BHSD entering into a contractual agreement with a Contractor 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, an Applicant shall disclose, in its application, plans for using subcontractors, if applicable. The prime contractor must receive written approval from the 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 an 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 RFA Manager.

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

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 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 RFA 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:

- a. 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.
- b. Confidential data is restricted to:
 - i. Confidential financial information concerning the Applicant's organization.
 - ii. 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.
 - iii. PLEASE NOTE: 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 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 BHSD 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 BHSD determines such action to be in the best interest of the BHSD.

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 effected by sending written notice to the Contractor. The BHSD decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

12. Legal Review

The BHSD requires that all Applicants agree to be bound by the General Requirements contained in this RFA. Any Applicant's concerns must be promptly submitted in writing to the attention of the RFA Manager.

13. Basis for Application

Only information supplied, in writing, by the BHSD through the RFA Manager or in this

RFA should be used as the basis for the preparation of applications.

14. 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.

15. 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 RFA. This right is at the sole discretion of the Evaluation Committee.

16. Change in Contractor Representatives

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

17. BHSD Rights

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

18. Right to Publish

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

19. Ownership of Applications

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

20. 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 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 written permission of BHSD.

21. Electronic mail address required

A large part of the communication regarding this RFA will be conducted by electronic mail (e-mail). The Applicant must have a valid e-mail address to receive this correspondence.

22. 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 BHSD, the Applicant acknowledges that the version maintained by the BHSD shall govern.

23. Conflict of Interest; Governmental Conduct Act.

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.

IV. APPLICATION FORMAT AND ORGANIZATION

A. NUMBER OF APPLICATIONS

Applicants shall submit only one application in response to this RFA.

B. APPLICATION SUBMISSION

Applicants shall send:

1. One (1) electronic copy of the application by email to the BHSD Finance Team identified in Section I Paragraph F. Detailed submission instructions may be found in Section II, Paragraph B 5. The first attachment will be the response to the below questions numbered C1 through C4. The second attachment will be the completed line item budget form w/ narrative.
2. Applications must be submitted to the BHSD Finance Team by email at the email address listed in Section II, Paragraph 5. The subject line of the email shall read **Application Submission - Sexual Assault Training and Support Program RFA**. **Please do not send your application through a zip drive.** Applications submitted by facsimile, or other electronic means, will not be accepted.
3. An email confirmation of receipt will be sent to the Applicant by BHSD/Finance.
4. All Confidential Information shall be clearly identified and segregated on the electronic version.

Any application that does not adhere to the requirements of Section IV, Application Format and Organization, may be deemed non-responsive and rejected on that basis.

C. APPLICATION ORDER AND FORMAT

All applications shall be submitted typewritten on standard 8 ½ x 11 inch paper. Applications must be 1.5 spaced written in 12-point Times New Roman font and formatted with one-inch margins. The application is limited to 20 pages of narrative excluding the summary and forms (*attachments shall be inserted immediately following D 5 of the narrative and will not be counted toward the page limitation*).

All forms provided in the RFA must be complete and included in the appropriate section of the application. Applicants shall address the items in the order in which they appear below.

1. Signed RFA Cover Letter (Appendix B)

Complete the form and have it signed by the person authorized to obligate the company.

2. Table of Contents

The table of contents shall contain an indexed list of the application content and the page number where the information can be found.

3. Application Summary (limited to one page)

An application summary is optional and may be included by the Applicant to provide the Evaluation Committee with an overview of the qualifications and other features of the application. This material will not be used in the evaluation process unless specifically referenced from other portions of the application.

4. Program Narrative

The applicant shall address each of the following questions in the order presented below. The maximum possible score for each question is defined for

- A. Organizational Structure and Competencies (20 Maximum Points)
- i. Describe your agency's mission and purpose.
 - ii. Describe current and past experience in working with sexual assault survivors and/or their families in each of the service areas you are proposing to address with your program. Describe your agency's support of the proposed project.
 - iii. Describe your agency's current and past experience in providing training, technical assistance and support to professionals across the state relating to survivors of sexual assault.
 - iv. Describe coordination of services among mental health, social welfare and other relevant agencies to meet identified needs of the designated population. It is preferable to attach collaborative agreements.
 - v. Describe the strengths and weaknesses in your collaborations with other community service agencies, managed care organizations (MCO's), and non-traditional partners. Include your experience with all proposed subcontractors.
 - vi. Describe the management structure, staffing plan and the responsibilities and credentials of each project staff member.

Immediately following the budget narrative, attach resumes of project staff detailed in this question, and an organizational chart.

- vii. Describe your agency's ability to begin the project upon the receipt of a contract.

- B. Service Description (40 Maximum Points)
- i. Describe, in detail, the proposed project and how it will meet the needs of the designated population.
 - ii. Identify the services offered by this project and how they will be provided. Provide a project implementation plan with tasks, time-frames, and key staff identified.
 - iii. Describe current and anticipated service barriers that may be encountered by your project and strategies for overcoming these barriers.
 - iv. Describe public awareness/educational activities to the community and potential clients.
 - v. Describe how you will provide and ensure that all service provision meets the requirements of Trauma-Informed Care (TIC).
 - vi. Describe your sustainability plan for this program if funding is not renewed.
 - vii. Describe how you shall provide technical assistance and training services, with an emphasis on children, to sexual abuse program coordinators and statewide training for all professionals working with sexual abuse victims.

- viii. Describe how you shall provide sexual abuse program coordinators with training in the following areas:
 - a) protocol for evidence collection;
 - b) information on New Mexico statutes,
 - c) law enforcement and legal advocacy;
 - d) sexual abuse response system coordination among agencies;
 - e) use of volunteers in providing services;
 - f) skills on fundraising; community education, and prevention of child sexual abuse;
 - g) treatment methodologies; and
 - h) other relevant issues as requested by the new coordinators.
- ix. Describe how you will coordinate the management of Sexual Assault (SA) medical funding; and compliance with laws and regulations.
 - a) Process and verify sexual assault medical bills (i.e., Medical treatment bills and forensic medical exam bills) as provided for in the Sexual Crimes Prosecution and Treatment Act, Sections 29-11-1, et seq., NMSA 1978.
 - b) Ensure that no per-victim medical treatment payment exceeds the \$150.00 maximum limit. The CONTRACTOR shall pay on a first-come, first-served basis for those consumers having multiple medical treatment providers. If billings received during the same month exceed the allowable \$150.00 limit, the Contractor shall prorate the monies among the providers. Sexual assault medical treatment is defined as including physical treatment for injuries, ambulance service and emergency room visits.
 - c) Reimburse medical treatment bills within thirty (30) days of receipt of the bill.
 - d) Notify all potential medical providers that the contractor will be receiving, processing, and verifying all sexual assault medical bills prior to reimbursement.
 - e) Notify all potential forensic medical exam providers that the victim is not to be billed for any portion of the forensic medical exam.
 - f) Collect, open, date, and keep a log of all billings upon receipt. All billings shall include Billing and Medical Verification Forms for each consumer. The billing statements verification forms will be proofed for accuracy on signatures and services rendered.
 - g) Return to the medical provider any billing that is inaccurate, incomplete, or not relevant to a sexual assault with a rejection letter stating the reason for rejection.
 - h) Process sexual assault medical bills on a monthly basis.
 - i) Develop a tracking system for all reimbursed services for each victim. Information shall include at a minimum: date of treatment, date paid, name of medical provider, amount requested, and the amount paid

C. Program Evaluation/Quality Assurance

(20 Maximum Points)

1. Identify and describe your system for measuring customer satisfaction outcomes. Provide a copy of your customer satisfaction summaries from three recent sexual assault or similar trainings provided by your agency in the last 12 months (insert immediately following D5 of the narrative).
2. Describe your agency's Quality Assurance process. How will the proposed project be included in this process?
3. Describe your system for documenting and reporting services provided and clients served. Describe its strengths and areas needing improvement.
4. How will you know if your project is successful?

D. Financial Forms/Narrative (20 Maximum points)

(Attachments shall be inserted immediately following D 5 of the narrative and will not be counted toward the page limitation.)

1. Describe the qualifications and experience of the person(s) responsible for financial management of the proposed project. Resume(s) are required.
2. If your organization is required to obtain an audit, please provide a copy of your complete, most recent audit (insert immediately following D 5 of the narrative). You may provide a link to the audit in lieu of submitting an electronic copy of the audit.
3. If your organization was not required to submit an audit (i.e., if your organization's operating budget is less than \$750,000 in federal funds per year), attach your organization's profit/loss statement and/or balance sheet for the past 12 months (insert immediately following D 5 of the narrative).
4. Please provide a copy of any formal financial policies and procedures used by your agency that are related to these controls. If formal policies and procedures are not available, describe financial controls that ensure the financial integrity of all organizational funds (insert immediately following D 5 of the narrative).
5. What other funding sources do you have, and do any of your funding requirements have any impact on your ability to provide services as required in this project?
6. Please complete the Line Item Budget and Budget Justification (**Appendix C: Budget Form attached with the RFA as a separate file**). Please ensure the budget and budget justification are complete, accurate, reasonable, show the relevance to the project being proposed, and the evidence of need. This form will be emailed to the RFA Manager as part of the RFA Application as a separate attachment.

Unallowable costs: purchase or improvement of land; purchase of vehicles (though vehicles may be leased); major construction/reconstruction or major remodeling of any building or other facility; purchase of major medical

equipment; cash payments to intended recipients of behavioral health services unless allowed federal grant requirements; hypodermic needles or syringes so that the intended recipients may use illegal drugs; administrative costs or overhead unrelated to direct service provision by clinical providers; and inherently religious activities, such as worship, religious instruction, or proselytization; Capital outlay, furniture, equipment, computers, cars, electronic equipment.

Travel costs will comply with New Mexico mileage and per diem regulations, to include \$85/day for in-state per diem, \$115/day for out-of-state per diem and \$.88/mile for mileage.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential applications by sub-category.

Factors – Corresponds to Section IV, Section C, Paragraph 4. Application Format	Points Available
Cover Letter Form	
Complete and appropriately signed	accept/reject
Proposal Format	
C. 4 a. Organizational Structure and Competencies	20
C. 4 b. Program Narrative	40
C. 4 c. Program Evaluation/Quality Assurance	20
C. 4 d. Financial Forms/Narrative	20
TOTAL	100

B. Evaluation Factors

1. Organizational Structure and Competencies

Points will be awarded based on the thoroughness and clarity of the Applicant’s response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the Applicant’s experience, expertise and knowledge as an organization; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on the extent of coordination of services among relevant agencies in the community and upon a candid and thorough response to the strengths and weaknesses of your collaborations with other community service agencies. Points will also be awarded for the extent of your proposed management structure and staffing plan.

2. Service Description

Points will be awarded based on the thoroughness and clarity of the Applicant’s response in this Section. The Evaluation Committee will also weigh the depth and breadth of the service plan, implementation plan and the staff credentials for providing the services.

In addition several other factors will be assessed by the Evaluation Committee including whether there is a candid and well-thought-out plan for providing Evidence-Based Practices or best practice; a candid and well thought out plan to service programming and meeting client needs; identifying barriers and how you will address them; addressing client outreach, community networking, public awareness; Trauma-Informed Care (TIC); how you will ensure Recovery Oriented Systems of Care (ROSC); a reasonable sustainability plan if funding is not renewed. The Evaluation Committee will evaluate responses

3. Program Evaluation and Quality Assurance

Points will be awarded based on the extent of the Program Evaluation/Quality Assurance Plan described evidence of success and, its candidness and potential for meeting the

described client outcomes. The Evaluation Committee will look for a well thought out response to successes and failures, as well as the ability to learn from grow from them.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the RFA Manager and the Evaluation Committee will all be together on a conference call with the submitted reference so that the RFA Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section III, Paragraph 14.

4. Financial Forms/Narrative

Points will be awarded based on whether the budget is accurate, complete, reasonable, relevant to the project being proposed, and shows evidence of need.

Unallowable costs include the purchase of furniture over \$5,000 per unit; electronic equipment (phones, computers; tablets, laptops, etc); cars (a car lease is allowable); buildings and structures; land and administrative cost rates unless approved by the federal government (note: the BHSD typically does not pay more than a 10% administrative cost rate).

C. EVALUATION PROCESS

1. All Applicant proposals will be reviewed for compliance with the requirements and specifications stated within the RFA. If the Application is incomplete or does not meet the requirements of the RFA, the Application will be deemed non-responsive and will be eliminated from further consideration.
2. The RFA Manager may contact the Applicant for clarification of the response as specified in Section II. B.6.
3. Responsive proposals will be evaluated and scored based upon the factors presented in Section IV, which have been assigned a point value as described in Section V. Proposals that are most advantageous to the State will be recommended for award (as specified in Section II.B.09). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

**APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM**

For
Sexual Assault Training and Support Program RFA

In acknowledgement of receipt of this Request for Applications, the undersigned agrees that s/he has received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX D.

The acknowledgement of receipt should be signed and returned to the RFA Manager no later than **1-27-21**. Only potential Applicants who elect to return this form completed with the indicated intention of submitting an application will receive copies of all Applicant written questions and the written responses to those questions as well as RFA amendments if any are issued.

FIRM/ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Applications.

Applicant does/does not (circle one) intend to respond to this Request for Applications.

Tamara Espinoza
RFA Manager
Human Services Department
Behavioral Health Services Division
P. O. Box 2348
Santa Fe, NM 87504
Email: tamara.espinoza@state.nm.us

APPENDIX B
RFA Cover Letter

RFA Name and Number: _____

Applicant Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE APPLICATION!

1. Identity (Name) and Mailing Address of the submitting organization:

2. Person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____ Title _____
_____ E-Mail _____

Address _____

Telephone Number _____

3. Person authorized by the organization to negotiate on behalf of this Offer:

Name _____ Title _____
_____ E-Mail _____

Address _____

Telephone Number _____

4. Person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____ Title _____
_____ E-Mail _____

Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)*

____ No subcontractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

6. Please describe any relationship with any collaborative partners and/or other entities (other than

_____ Subcontractors listed in (5) above) that will be used in the performance of any resultant contract.*

7. Applicant's Additional Terms and Conditions

This section is optional for the Applicant. The Applicant may propose additional terms and conditions for consideration. The additional terms may or may not be accepted by the HSD/BHSD.

If the Applicant is unwilling or unable to comply with any terms, conditions, or other requirements of this RFA, the Applicant shall clearly describe any barriers to providing the stated services and include a complete plan for addressing these barriers during the funding term. Additionally, if the Applicant has any requirements from other funding sources that are contradictory with the stated requirements, or would prevent the Applicant from using the funding at any point during the stated funding term, the Applicant will clearly state these requirements and the funding source, and propose possible solutions for addressing this problem.

Acknowledgements:

I acknowledge receipt of any and all amendments to this RFA, if applicable.

I explicitly indicate acceptance of the General Requirements stated in Section III and that the Applicant agrees to comply with all requirements as described in this RFA, including all appendices, attachments, written clarifications, and amendments provided during the RFA process.

Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

***Attach additional sheets of paper, as necessary.**

Appendix D: Example Scope of Work



Example Scope of Work

Lead Agency: Choose an item

State Fiscal Year: Choose an item.)

Services: Non-Client Services

Billing Type: Encounters

Funding: State General Funds

Fund Pool: BB00 : SGF: MH - Sexual Assault (State)

Project: Sexual Assault

CFDA# (If Applicable): N/A

The contractor shall perform the work outlined in this Scope of Work and attached Appendices which are hereby incorporated and made a part of the Agreement. All vendors/providers who receive funds from the Behavioral Health Services Division (BHSD)/Behavioral Health Collaborative and provide behavioral health services must be enrolled as an approved Medicaid provider in order to receive funding. The BHSD/Behavioral Health Collaborative is the payor of last resort for behavioral health services for adults and children covered by Medicaid. When a Medicaid covered service is provided to a Medicaid eligible client, those services must be billed to Medicaid.

This does not mean that programs and services that require anonymity (e.g., domestic violence, sexual violence, shelters, etc.) will be billed to Medicaid. This does not apply to providers and agencies receiving funds under BHSD Prevention programs. There are no changes in billing for these providers or agencies.

Based on Covid-19 restrictions, Behavioral Health Services Division (BHSD)/Behavioral Health Collaborative may be able to be flexible with due dates and deliverables. As circumstances dictate Behavioral Health Services Division (BHSD)/Behavioral Health

Collaborative will communicate guidance as needed. Please keep Behavioral Health Services Division (BHSD)/Behavioral Health Collaborative apprised of barriers and challenges in carrying out activities and meeting deadlines.

I. PROGRAM DESCRIPTION and TARGET POPULATION

The purpose of the Sexual Crimes Prosecution and Treatment ACT is to promote effective law enforcement and prosecution of sexual crimes and to provide medical and psychological assistance for victims of such crimes. Specific responsibilities of the contractor include providing training and technical assistance statewide; management of Sexual Assault (SA) medical funding; and compliance with laws and regulations.

II. PROGRAM REQUIREMENTS

A. The contractor shall ensure services must comply with the “Sex Crimes Prosecution and Treatment Act” [29-11-1 to 29-11-7 NMSA 1978], which is incorporated herein by this reference.

III. DELIVERABLES AND REPORTS

A. TRAINING AND TECHNICAL ASSISTANCE STATEWIDE

The contractor, shall provide the following:

1. The contractor shall provide technical assistance and training services, with an emphasis on children, to sexual abuse program coordinators and statewide training for all professionals working with sexual abuse victims. The contractor shall submit all proposed pertinent materials and activities to the Behavioral Health Services Division (BHSD) of the Department, for prior approval.
2. The contractor shall provide sexual abuse program coordinators with training in the following areas:
 - i) protocol for evidence collection;
 - j) information on New Mexico statutes,
 - k) law enforcement and legal advocacy;
 - l) sexual abuse response system coordination among agencies;
 - m) use of volunteers in providing services;
 - n) skills on fundraising; community education, and prevention of child sexual abuse;
 - o) treatment methodologies; and
 - p) other relevant issues as requested by the new coordinators.

3. Train professional staff at the Center for Adolescent Relationship Exploration (CARE) Unit at the New Mexico Behavioral Health Institute. Focus training on issues relevant to appropriate victim and offender treatment methodologies.
4. The contractor shall train statewide professionals about child sexual abuse. A minimum of four (4) hours, per contract year, for each Behavioral Health Collaborative Region, is required. Each training session must have a minimum of ten participants.
5. The contractor shall submit written agendas for training (including sites, topics, and presenters) to the BHSD two weeks before each training. Agendas must be approved by BHSD. A detailed report of each training (including a list of participants, agenda, handouts, and evaluations) shall be submitted to the BHSD along with the reimbursement request.
6. The contractor shall coordinate statewide Sexual Abuse Awareness activities in conjunction with the National Sexual Violence Resource Center (NSVRC) – during Sexual Violence Awareness Month (April).
7. The contractor shall continue to develop and analyze a needs assessment questionnaire, and disseminate it to all statewide sexual abuse coordinators, CARE Unit staff, and other pertinent individuals. The questionnaire will focus on the identification of service needs in each community, services provided by the provider. The provider will use the results of this assessment to create its plan for services. The CONTRACTOR may request reimbursement for training or other services only when the assessment is complete. **The CONTRACTOR shall revise the current form and submit for BHSD approval prior to implementation.**
8. The contractor shall, with input from experts, revise, develop (if appropriate), print, store, and disseminate statewide a minimum of six (6) sexual abuse brochures.
9. The contractor shall produce 1,196 Sexual Assault Evidence Collection Kits for Adults and Children, and disseminate them to medical personnel, hospitals, and other appropriate agencies/individuals. The CONTRACTOR will be responsible for purchasing materials used in the kits and assembling, storing, and distributing the kits. Kits are to be disseminated no later than two (2) weeks from receipt of request. The CONTRACTOR will be responsible for all revisions of kit contents and instruction sheet(s) as recommended by the New Mexico State Crime

Laboratory. The CONTRACTOR will keep a detailed listing of all recipients. An updated list of kits assembled as well as an updated listing of recipients must be maintained on-site. 1,196 kits @ \$25.00/kit.

10. The contractor shall be responsible for developing, updating, adding to, and maintaining a sexual abuse resource library or electronic file of resources. The library shall include films from the Sex Crime Prosecution and Treatment Program, current literature on sexual abuse issues, and other resource and/or research-oriented materials deemed pertinent. The CONTRACTOR shall purchase films relevant to sexual abuse/assault as well as books, pamphlets, and other types of literature.
11. The contractor shall aggregate data from the Sexual Assault History Forms submitted by community mental health providers and/or the essential providers.

B. SEXUAL ASSAULT MEDICAL FUND MANAGEMENT

The CONTRACTOR., shall provide the following:

1. Process and verify sexual assault medical bills (i.e., Medical treatment bills and forensic medical exam bills) as provided for in the Sexual Crimes Prosecution and Treatment Act, Sections 29-11-1, et seq., NMSA 1978. The CONTRACTOR will process all payments for said medical services based on documentation submitted and approved by the DEPARTMENT.
2. Ensure that no per-victim medical treatment payment exceeds the \$150.00 maximum limit. The CONTRACTOR shall pay on a first-come, first-served basis for those consumers having multiple medical treatment providers. If billings received during the same month exceed the allowable \$150.00 limit, the Contractor shall prorate the monies among the providers. Sexual assault medical treatment is defined as including physical treatment for injuries, ambulance service, and emergency room visits.
3. Reimburse medical treatment bills within thirty (30) days of receipt of the bill.
4. Pay the full cost for the forensic medical exam within ninety (90) days of receipt of the bill. The contractor is responsible for full payment of all forensic medical bills received within one year of the date of examination. A forensic medical exam is defined as including examination of physical trauma and determination of penetration or force through physical observation and documentation for injuries.
5. Notify all potential medical providers that the contractor will be receiving, processing, and verifying all sexual assault medical bills prior to reimbursement.
6. Notify all potential forensic medical exam providers that the victim is not to be billed for any portion of the forensic medical exam.
7. Disseminate the "BHSD Medical Provider Application" to all potential medical providers. The contractor shall submit completed applications to the BHSD for review and approval.

8. Collect, open, date, and keep a log of all billings upon receipt. All billings shall include Billing and Medical Verification Forms for each consumer. The billing statements verification forms will be proofed for accuracy on signatures and services rendered.
9. Return to the medical provider any billing that is inaccurate, incomplete, or not relevant to a sexual assault with a rejection letter stating the reason for rejection.
10. Process sexual assault medical bills on a monthly basis. The contractor will use the documents entitled "Reimbursement Procedures for Medical Services".
11. Develop a tracking system for all reimbursed services for each victim. Information shall include at a minimum:
 - a. date of treatment
 - b. date paid
 - c. name of medical provider
 - e. amount requested
 - f. amount paid
12. Maintain the tracking system and submit the following documentation to BHSD:
 - a) listing of each provider that includes all consumers who were provided services and the amount billed for each consumer, and
 - b) a distribution voucher to include
 - i. Sequential numbers on the left column by each medical provider, and
 - ii. a listing of each medical provider and the amount to be paid.

BHSD shall provide ongoing technical assistance to the contractor regarding the sexual assault billing process.

The Vendor shall submit billing within BHSDStar for the services and purchases above to include program requirements, documentation, and standards requirements, as well as any other applicable requirements identified. **Provider can view the BHSD Fee Schedule within BHSDStar in the Vendor Administration link on the left-hand side of the menu.*