

# REQUEST FOR APPLICATIONS

## ISSUED BY

**New Mexico Health Care Authority/  
The Behavioral Health Services Division**

## THROUGH THE

**New Mexico Behavioral Health  
Purchasing Collaborative**

## FOR

**Sexual Assault Training and Support Program**



**HEALTH CARE**  
A U T H O R I T Y

RFA Solicitation #: 26-BHSD-02  
February 6, 2025

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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 program. 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 3 Appendices. Each Section is briefly explained below.

### **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 when 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. Please write your answers in the section where the question is asked so that the evaluation committee members do not have to look through your entire application to find the information as this allows for members to score the application more easily.

### **SECTION V – EVALUATION**

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

## **I. INFORMATION**

### **A. PURPOSE**

The New Mexico Health Care Authority/Behavioral Health Services Division (BHSD), is issuing this Request for Applications (RFA) to secure a statewide provider 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 activities described in this Request for Applications.

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 also includes training for social workers and counselors within the behavioral health field. 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**

As part of the September 2024 New Mexico Crime Victimization Survey, it was found that in New Mexico, forty percent (40%) of respondents reported that they had been the victim of at least one of the four types of crime (stalking, rape, sexual assault, and domestic violence) within the last 12 months while they were in New Mexico. Almost one third (32%) of respondents who experienced at least one type of crime sought some kind of professional help, including help from a victim service organization, as a result of the crime. Forty-two percent (42%) of respondents who experienced at least one type of crime, indicated the incident led to significant problems with their job or schoolwork or trouble with their boss, coworkers, or peers. Data were collected from September 2023 through June 2024, and a total of 1,272 completed surveys were obtained.<sup>1</sup>

### **B. CONTRACT EFFECTIVE DATE**

Term: The effective date of the contract issued as a result of this RFA is July 1, 2025, and the contract will end on June 30, 2026. Prior to the end of June 30, 2026, there will be an option to renew the contract for three additional years, based on contract compliance, at the discretion of BHSD.

### **C. FUNDING AVAILABILITY**

The anticipated amount to be awarded under this RFA is approximately \$1,286,970.00 per year. BHSD seeks to fund one program contingent upon complete, competitive applications received from applicants who can demonstrate the capacity to provide all of the required activities as specified in the Project Description below.

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<sup>1</sup> Catherine Cutler Institute for Health and Social Policy (2024). New Mexico Crime Victimization Report. Maine: Robyn Dumont and George Shaler of the Catherine Cutler Institute for Health and Social Policy in collaboration with Ada Melton and Rita Martinez of the American Indian Development Associates, LLC for the New Mexico Coalition of Sexual Assault Programs.

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 program. 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 \$1,286,970.00 per state fiscal year and is comprised of two primary components as defined below.

- 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 survivors across the life span.

- 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.
  - a. The focus of the training will be on issues relevant to appropriate victim and offender treatment methodologies.
- 2) The successful applicant will train statewide professionals on child sexual abuse. There will be a minimum of two training courses per year. Each training session must have a minimum of ten participants.
- 3) 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 survivors are addressed.
  - a. A list of participants, agenda, and a brief summary of evaluations shall be submitted to the BHSD along with the reimbursement request.

- b) The successful applicant will coordinate and facilitate two (2) seminars per year with the sexual abuse program coordinators. Seminars 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 Sexual Assault Awareness Month. The successful applicant will assist in the development and distribution of social media content addressing the needs of sexual assault victims. This content will include information that addresses issues specific to all special populations (LGBTQIA+, Black, Indigenous and People of Color (BIPOC) etc.).
- d) The successful applicant will facilitate a minimum of 6 meetings per year with sexual assault providers in New Mexico and statewide partners. These meetings will include meetings with clinical staff, a directors' meeting and an advocate meeting.
- e) 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. 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 list of recipients must be maintained on-site.
- f) The successful applicant will manage sexual assault service data through a digital system. This will include collection of electronically submitted sexual assault data from sexual assault agencies and sexual assault nurse examiner's programs. This system should be accessible to BHSD upon request.
- g) The successful applicant will provide training on basic elements of care for sexual assault survivors to the behavioral health community. They will provide a minimum of six statewide trainings throughout the state offering CEs to Social Workers and Counselors. Flyers for the trainings will need to be submitted three weeks prior to the training for approval by the Program Coordinator. Flyers will be uploaded by BHSD to the nmrecovery.org site for wider distribution.
- h) The successful applicant will host a helpline to build capacity for New Mexico providers and survivors to access resources and treatment. The hotline will provide a navigational tool to create access at local programs, and/or to provide extended support on the helpline (warmline), decreasing isolation. The new service will allow survivors to have someone to talk to while they decide if they do want to report the assault or even to appear for direct services at a sexual assault service agency. This will be especially beneficial for those in isolated areas, and those not ready to report.
- i) The successful applicant will provide training to police departments and corrections staff on access to resources and basic treatment models.
  - 1) Please provide a brief plan for how to address the following issues in trainings: sexual assault of men, intimate partner domestic abuse and LGBTQIA+ issues as they relate to sexual assault in prisons (e.g., a plan to address transgender people housed with cis-gender males in facilities; gay males being vulnerable to sexual assault in prisons etc.). This plan can be attached to the end of the proposal and will not count toward the 20-page limit.
- j) The Catchment Area for the services provided by the applicant will be statewide.
- k) The successful applicant will provide technical assistance through webinars, calls, and virtual meetings to entities such as judicial entities, task forces, clinical peer

support, and provider agency requests.

## **2. MEDICAL FUND MANAGEMENT**

The successful applicant shall be reimbursed \$4,400.00 per month for twelve months for the Processing/Verification of Medical Bills in the state fiscal year.

### **a) Sexual Assault Medical Fund**

- 1) 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.
  - a. Sexual assault medical treatment is defined as including physical treatment for injuries, ambulance service, prescriptions and prophylaxis and emergency room visits. The per victim payment must not exceed the \$600 maximum limit per patient. Reimbursements will be paid within sixty days of receipt of the bill. Please describe comprehensive systems to ensure effective billing processes and reimbursements.
  - b. The successful applicant will describe their system for providing evidence collection following a sexual assault and abuse during a forensic medical exam. 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.
  - c. The successful applicant shall ensure any billing which is inaccurate, incomplete, or is not relevant to a sexual assault will be returned to the medical provider with a rejection letter stating the reason for rejection.
  - d. Processing of sexual assault medical bills will occur monthly.
  - e. 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.
  - f. The successful applicant will maintain a confidential list of consumers.
  - g. The successful applicant shall be responsible for making direct payments to each medical provider with appropriate back-up documentation. This may be done through direct deposit or through mailing a check.
  - h. The successful applicant will provide ongoing technical assistance to sexual assault providers concerning the sexual assault medical billing process.
  - i. In the event the successful applicant receives refund checks from physicians, hospitals, insurance companies, etc., the successful applicant will track the refund and add the amount of the refund back into the medical fund.
  - j. The successful applicant shall collaborate with the Crime Victims Reparation Commission to establish a comprehensive billing structure.

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 conducting this RFA, whose name and e-mail address are listed below:

Mary (Bobbi) Britt  
New Mexico Health Care Authority  
Behavioral Health Services Division  
Email: mary.britt1@hca.nm.gov

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 through 5:00 PM Mountain Standard Time.

“Close of Business” means 5:00 PM Mountain Standard 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.

“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 sexual assault victims to develop a sense of social belonging, dignity, and self-esteem.

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

“RFA Agency” refers to the New Mexico Health Care Authority, Behavioral Health Services Division, through the New Mexico Behavioral Health Purchasing Collaborative.

“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” 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.

“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 practices (EBPs) shall be delivered to address trauma in the treatment process.

## 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	2-6-2025
2. Acknowledgment of Receipt Form	Potential Applicants /RFA Manager	2-21-2025
3. Deadline to submit Questions	Potential Applicants	2-28-2025
4. Response to Written Questions	RFA Manager	3-10-2025
5. Submission of Applications	Applicants	<b>4-11-2025</b>
6. Application Evaluation	Evaluation Committee	4-14-2025 through 4-17-2025
7. Selection of Finalists	Evaluation Committee	4-24-2025
8. Best and Final Offers	Evaluation Committee	If needed.
9. Notice of Intent to Award Contract	RFA Manager	4-29-2025
10. Negotiate and Finalize Contract	Parties to the Contract	5-8-2025 – 5-9-2025
11. Contract Execution	Parties to the Contract	7-1-2025

### 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 Health Care Authority, through the New Mexico Behavioral Health Purchasing Collaborative on **2-6-2025**.

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 Time on **2-21-2025** as stated in Section II, A. Sequence of Events.

Please email the Acknowledgement of Receipt Form to [mary.britt1@hca.nm.gov](mailto:mary.britt1@hca.nm.gov). 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's 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 **2-28-2025**, as stated in Section II, A. SEQUENCE OF EVENTS. All written questions must be addressed to the RFA Manager and as indicated in Section I.F above.

Please email the written questions to [mary.britt1@hca.nm.gov](mailto:mary.britt1@hca.nm.gov). 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 **3-10-2025**. An e-mail copy will be sent to all Applicants that provide Acknowledgement of Receipt Forms described in II.B.2 on or 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 **4-11-2025**, 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 Administrative Team by email to [BHCA.ADMIN@hca.nm.gov](mailto:BHCA.ADMIN@hca.nm.gov) with a cc: to [mary.britt1@hca.nm.gov](mailto:mary.britt1@hca.nm.gov). 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 hard copy, 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 the Evaluation Committee. This process will take place between **4-14-2025 through 4-17-2025** 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. on **4-24-2025**, 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. Based on the selection of the successful Applicant by the Evaluation Committee and approval by BHSD, the RFA Manager shall send a Notice of Intent to Award to the Applicant on approximately **4-29-2025**. This date is subject to change at the discretion of the HCA/BHSD.

10. Negotiate and Finalize Contract

The Contract will be negotiated and finalized with the successful Applicant between **5-8-2025 – 5-9-2025**. This date range is subject to change at the discretion of the BHSD.

The contract shall be awarded to the Applicant whose application is 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 without undertaking a new RFA process.

11. Contract Execution

The anticipated date for contract execution is **7-01-2025**. 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 affected 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 the 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 Administrative Team at BHCA.ADMIN@hca.nm.gov with a cc: to [mary.britt1@hca.nm.gov](mailto:mary.britt1@hca.nm.gov). Detailed submission instructions may be found in Section II, Paragraph B 5. The application will be the response to the below questions numbered C1 through C4 and the enclosed Appendix C – the completed line-item budget form w/ budget narrative.
2. Applications must be submitted to the BHSD Administrative Team by email at the email address [BHCA.ADMIN@hca.nm.gov](mailto:BHCA.ADMIN@hca.nm.gov) and to [mary.britt1@hca.nm.gov](mailto:mary.britt1@hca.nm.gov). 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 hard copy, facsimile, or other electronic means, will not be accepted.
3. An email confirmation of receipt will be sent to the Applicant by the RFA Manager.
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 electronically on standard 8 ½ x 11-inch paper size. 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 below.

- A. Organizational Structure and Competencies (20 Maximum Points)
  - i. Describe your agency's mission and purpose as it relates to the purpose of this RFA.
  - 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.
  - 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. Evaluators will consider experience with providing a sexual assault conference and a sexual assault hotline.
  - iv. Describe your agency's ability to 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.
  - v. Describe the strengths and weaknesses in your collaborations with other community service agencies, and non-traditional partners. Include your experience with all proposed subcontractors. Please attach three business references at the end of this application.
  - 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 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. Provide a project implementation plan with tasks, timeframes, 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 activities are performed through the lens of Trauma-Informed Care (TIC). Attach CEs for Training Staff that demonstrate knowledge of TIC and Evidence Based Practices (EBPs).
  - vi. Describe your sustainability plan for this program if funding is not renewed.
  - vii. Describe how you shall provide technical assistance and training services 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. Describe the following processes and how they will be carried out:
  - 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 \$600.00 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 \$600.00 limit, the Contractor shall prorate the monies among the providers. Sexual assault medical treatment is defined as including physical treatment for injuries, ambulance service, prescriptions, prophylaxis and emergency room visits.
  - c) Reimburse medical treatment bills within sixty (60) 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) 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.
  - g) Process sexual assault medical bills on a monthly basis.
  - h) 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)

- i. Describe how you will track and report statewide training and technical assistance activities on a monthly basis.
- ii. Describe how you will track and report on activities related to the medical fund management.
- iii. Describe how you will track and report on the production and distribution of Evidence Kits on a monthly basis.
- iv. Describe how you will track and report on the number of providers and the number of clients who were served on a monthly and year-to-date basis.
- v. How will you know if your project is successful and how will you demonstrate that the project is successful to BHSD (e.g., do you have evaluation sheets for your trainings and do you track data on provider satisfaction with technical assistance and trainings; how many and what type of trainings/conferences do you offer that generate CEs for providers; do you publish a newsletter and/or provide social media content to providers; annual reports published etc.)?
- vi. Describe how you will collect data on the number of persons served on the hotline and referrals made.
- vii. Describe data that will be collected at the sexual assault conference.

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.)*

- i. Describe the qualifications and experience of the person(s) responsible for financial management of the proposed project. Resume(s) are required.
- ii. If your organization is required to obtain an audit (if your agency expends \$750,000 or more in Federal and State funds during the state fiscal year), please provide a copy of your complete, most recent audit. You may provide a link to the audit in lieu of submitting an electronic copy of the audit. (insert immediately following D 5 of the narrative).
- iii. 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 and state funds per fiscal 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).
- iv. 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).
- v. 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?
- vi. Please complete Appendix C - the Line-Item Budget and Budget Justification. Please ensure the budget and budget justification are complete, accurate, reasonable, show the relevance to the project being proposed and the evidence of need.

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 \$59/day for in-state per diem, \$59/day for out-of-state per diem and \$0.67/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.

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

### 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 weigh the relevancy and extent of the Applicant's experience, expertise and knowledge as an organization as it relates to working with survivors of sexual assault and their family members; and of personnel education, experience and certifications/licenses (Please attach current licensure for staff that will be providing training). 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 be awarded for experience with hosting a sexual assault conference and for experience hosting a sexual assault hotline. 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 weigh the merits of the implementation plan, plan to provide public awareness/educational activities, plan and experience providing technical assistance and statewide trainings utilizing TIC principles and EBPs and your sustainability plan. The anticipated current and future service barriers and how they will be addressed will be considered.

In addition, several other factors will be assessed by the Evaluation Committee including your agency's plan to provide sexual abuse program coordinators with specific training as outlined in section C.4.B.viii above. The Evaluation Committee will evaluate the thorough explanation/description of the proposed methodology for management of the Sexual Assault medical funding.

## **3. Program Evaluation/Quality Assurance**

Points will be awarded based on the articulated tracking and reporting methods for: statewide training and technical assistance, medical fund management, production and distribution of Evidence Kits, numbers of providers and participants served and customer/provider satisfaction. The Evaluation Committee will consider the promise of the ways that your agency will demonstrate the project's success.

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 Business 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 of 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 12% 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 the award. 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 C.

The acknowledgement of receipt should be signed and returned to the RFA Manager no later than **2-21-2025**. 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 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.

Mary (Bobbi) Britt  
RFA Manager  
Health Care Authority  
Behavioral Health Services Division  
P. O. Box 2348  
Santa Fe, NM 87504  
Email: [mary.britt1@hca.nm.gov](mailto:mary.britt1@hca.nm.gov)



**APPENDIX B**  
RFA Cover Letter

**RFA Name and Number:** \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

**Items #1 to #6 EACH MUST BE COMPLETED IN FULL Failure to respond to all six items WILL RESULT IN THE DISQUALIFICATION OF THE APPLICATION! Item #7 is Optional.**

1. Organization		
Name of Applicant Organization		
Mailing Address		
City	State	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

5. Use of Subcontractors (not allowed in this RFA)
<input type="checkbox"/> No subcontractors will be used.
<input type="checkbox"/> The following subcontractors will be used (describe purpose of sub-contractors):

**6. Describe any relationship with other community, government, or business sectors (other than subcontractors listed in 5 above) that will support your efforts.**

**7. Applicant's Additional Terms and Conditions (Optional)**

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 HCA/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.

- ☐ Not Applicable – no additional terms, conditions for consideration.
- ☐ Please attach additional documents if there are any additional terms and conditions for consideration.

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.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature (By the person identified in 2, above.)

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

### *APPENDIX C - BUDGET FORM AND BUDGET NARRATIVE*

The Budget Form must be completed by all respondents. Specify the amount of funds you are requesting under this RFA. Specify how funding will be allocated to achieve the performance outcomes using the Budget Form. Add additional lines as necessary. This Form must be fully completed.

A narrative detailing and justifying each line-item budget are required as part of this Form.

<b>BHSD Budget Request</b>	Part/FullTime (PT/FT)? (If PT include number of work hours)	Total Salary (from all sources)	Hourly Rate	% Time Devoted to Project	Salary Requested for Project	Total Fringe Benefits Requested for Project (breakdown in Appendix D)	Total Salary and Fringe Benefits Requested
PERSONNEL SERVICES							
Position Title							
Position Title							
Position Title							
Position Title							
Position Title							
Position Title							
Position Title							
TOTAL SALARIES							

OPERATING COSTS							
Mileage							
Per Diem							
Insurance							
Supplies							
Equipment							
Telephone							
Insurance							
Rent							
Utilities							
Contracts							
GRAND TOTAL							

## **BUDGET JUSTIFICATION NARRATIVE**

Provide a detailed, written justification for each budget line item requested in the Budget Form (Appendix C). Include the line-item description, the requested funds for each line item, and the narrative justification. Be specific on how you arrived at the cost. For example, use mileage rates x number of miles to justify mileage costs. Provide projected monthly costs for each operating cost requested. Also provide an explanation of how RFA funds will not duplicate costs covered by Medicaid or other reimbursement. Indirect costs cannot exceed 12%.

Unallowable costs include but are not limited to:

- Purchase or improvement of land
- Purchase of car (though car 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 health services
- Hypodermic needles or syringes so the intended recipients may use illegal drugs
- Administrative costs or overhead unrelated to direct service provision by clinical providers
- Inherently religious activities, such as worship, religious instruction, or proselytization

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