

HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

New Mexico Crisis and Access Line Services



RFP# 27-630-7901-0007

RFP Release Date: August 17, 2026

Proposal Due Date: September 30, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to identify a qualified organization to operate New Mexico's statewide behavioral health crisis contact center and provide timely, coordinated support to individuals experiencing mental health, substance use, emotional distress, or other self-defined behavioral health crises. Through this procurement, the New Mexico Health Care Authority (HCA) seeks a contractor capable of delivering a reliable, clinically sound, and accessible telephonic crisis response system available 24 hours a day, 7 days a week, 365/366 days of the year. The selected contractor will provide live access to trained behavioral health professionals through phone, chat, and text, while ensuring services are fully aligned with National 988 Suicide & Crisis Lifeline standards and integrated with the broader crisis continuum across New Mexico. For the purposes of this RFP, behavioral health professional means an individual licensed or otherwise authorized to provide behavioral health services in the State of New Mexico, including independently licensed and provisionally licensed behavioral health practitioners practicing within the scope of their licensure and, when applicable, under required clinical supervision.

B. BACKGROUND INFORMATION

This section provides background on HCA that may be helpful to the offeror in preparing a proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

Organization of HCA

The State of New Mexico, HCA is a cabinet-level Department in the Executive Branch of New Mexico State government. The Agency is headed by a Cabinet Secretary appointed by the Governor and confirmed by the New Mexico State Senate. HCA consists of the Office of the Secretary and eight divisions. Only those divisions or bureaus within each division that are related to this RFP are described herein.

Behavioral Health Services Division (BHSD). The BHSD, manages and administers the State behavioral health system, driven by health equity, quality, and access to service for all New Mexicans.

Program Overview Background and History

The New Mexico Crisis and Access Line (NMCAL)/988 was established to provide a single, statewide point of access for individuals experiencing behavioral health crises, emotional distress, substance use concerns, or urgent mental health needs. Since its implementation, NMCAL—aligned with the national 988 Suicide and Crisis Lifeline—has become a central component of New Mexico's behavioral health crisis continuum, offering immediate telephonic, text, and chat support; clinical triage; suicide prevention services; and connection to ongoing care for individuals across the state.

The program was developed in response to a growing need for accessible, coordinated crisis services capable of reaching individuals regardless of geographic location, insurance status, or level of behavioral

health acuity. In a state characterized by significant rural and frontier regions, limited provider availability, and longstanding behavioral health workforce shortages, NMCAL was designed to improve timely access to care while reducing unnecessary emergency department utilization, psychiatric hospitalization, and law enforcement involvement in behavioral health crises.

Over time, NMCAL has evolved beyond a traditional crisis hotline into a comprehensive behavioral health access and navigation system. The program now supports individuals through telephonic crisis intervention, suicide risk assessment, emotional support, safety planning, referral coordination, and follow-up engagement. Services are available 24 hours a day, 7 days a week, 365/366 days per year, and are delivered by trained crisis specialists, licensed clinicians, and behavioral health professionals.

NMCAL also serves a critical systems coordination function within the state's broader behavioral health infrastructure. The program collaborates with community healthcare providers, hospitals, managed care organizations (MCOs), first responders, mobile crisis teams (MCTs), peer support programs, Tribal health organizations, and other community-based agencies to ensure individuals are connected to the most appropriate level of care. This coordinated approach promotes continuity of services and strengthens statewide crisis response capacity.

In recent years, the national transition to the 988 Suicide and Crisis Lifeline has further elevated the role of NMCAL within New Mexico's crisis system. The program has expanded operational capacity, workforce training, technology infrastructure, and multilingual service delivery to meet increasing demand across voice, text, and chat platforms. These enhancements position NMCAL/988 to continue alignment with federal and state expectations for modern behavioral health crisis systems while maintaining a strong emphasis on accessibility, responsiveness, and person-centered care.

Today, NMCAL/988 remains a foundational element of New Mexico's behavioral health strategy and crisis continuum. The program supports the state's commitment to improving behavioral health outcomes, expanding equitable access to services, and ensuring that all New Mexicans have access to compassionate, timely, and clinically appropriate crisis support whenever it is needed.

C. SCOPE OF PROCUREMENT

The scope of the procurement shall encompass the requirements in the contract (Appendix C of this RFP). This procurement will result in a single award for HCA. The effective date of the proposed contract is December 1, 2026, or upon signature of the New Mexico State Purchasing Division (SPD), Contracts Review Bureau (CRB).

The initial term of the contract is expected to be four (4) years, one (1) year with three (3) optional one (1)-year renewals. In no case shall the contract exceed a total of four (4) years in duration.

This procurement will result in a contractual agreement between two (2) parties; the procurement may ONLY be used by those two (2) parties exclusively.

D. PROCUREMENT MANAGER

HCA has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Tami Spellbring
Telephone: (505) 487-6731
E-mail: tami.spellbring@hca.nm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other State employees or Evaluation Committee members do not have the authority to respond on behalf of the HCA/HCA.
2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via the Health Care Authority's electronic procurement portal, Bonfire. Refer to Section III.B.1 for instructions.

F. DEFINITION OF TERMINOLOGY

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

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
5. **“Confidential”** means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978,. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response,

Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

6. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
7. **“Contractor”** means any business having a contract with a state agency or local public body.
8. **“Contract Manager”** means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
9. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
10. **“Desirable”** the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
11. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the eProNM system.
12. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the Original document contains. The electronic version/copy CANNOT be e-mailed.
13. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
14. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
15. **“Final Award”** means, in the context of this RFP and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
16. **“Finalist”** means an Offeror who meets all the mandatory specifications of this RFP and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
17. **“Fraud”** means intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to himself or to some other previously described entity or person. It includes any act that constitutes fraud under applicable federal or state law.

18. **“IT”** means Information Technology.
19. **“Managed care organization (MCO)”** means an organization licensed to manage, coordinate and assume financial risk on a capitated basis for the delivery of specified services to enrolled members from a certain geographic area. Also referred to as a managed care plan and managed care program.
20. **“Mandatory”** the terms ”must,” ”shall” ”will,” ”is required,” or ”are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
21. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
22. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
23. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
24. **“Procurement Manager”** means any person or designee authorized by a State agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
25. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
26. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
27. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
28. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

29. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his 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 proposal.
30. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
31. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into HCA’s electronic procurement portal bonfire system prior to the submission deadline stated in the RFP.
32. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one (1) Offeror.
33. **“State Purchasing Division (SPD)”** means SPD of the New Mexico State General Services Department.
34. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
35. **“State (the State)”** means the State of New Mexico.
36. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the SPD of the New Mexico State General Services Department and the State Purchasing Agent but does not include local public bodies.
37. **“State Purchasing Agent”** means the Director of SPD of the New Mexico State General Services Department.
38. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
39. **“Subcontract”** means a written agreement between a contractor and a third party or between a subcontractor and another subcontractor, to provide services.
40. **“Subcontractor”** means a third party who contracts with a contractor or a subcontractor for the provision of services.

41. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
42. **“Written”** means typed in standard 8.5” x 11” document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

[New Mexico Health Care Authority \(Euna portal\)](#)

[Open RFPs | New Mexico Health Care Authority](#)

No one at the Agency other than the Procurement Manager will answer any questions about any materials in the Procurement Library. Offerors are also encouraged to use the Agency website for additional information.

Other relevant links:

<https://988nm.org/>

[Home - NMCAL | New Mexico Crisis and Access Line](#)

<https://www.samhsa.gov/mental-health/988>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
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1. Issue RFP	Agency	August 17, 2026
2. Acknowledgement of Receipt Form	Potential Offerors	September 10, 2026
3. Pre-Proposal Conference	Agency	September 10, 2026
4. Deadline to Submit	Potential Offerors	September 14, 2026
5. Written Questions		
6. Response to Written	Procurement Manager	September 17, 2026
7. Questions		
8. Submission of Proposal	Potential Offerors	September 30, 2026
9. Proposal Evaluation*	Evaluation Committee	September 30 to October 12, 2026
10. Selection of Finalists*	Evaluation Committee	October 12, 2026
11. Oral Presentation(s)*	Finalist Offerors	October 14, 2026
12. Best and Final Offers*	Finalist Offerors	October 21, 2026
13. Finalize Contractual Agreements*	Agency/Finalist Offerors	October 30, 2026
14. Contract Awards*	Agency/ Finalist Offerors	When signed by SPD/CRB
15. Protest Deadline*	Agency	15 Days after Contract Award
16. Effective Date of Contract (approximate)	Agency	December 1, 2026

* Dates indicated in Events 9 through 15 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico, HCA on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may submit the Acknowledgement of Receipt Form (APPENDIX A), to have their organization placed on the procurement Distribution List. The form must be returned to the Euna [New Mexico Health Care Authority \(Euna Portal\)](#) by 5:00 PM MST/MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP.

However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via Microsoft Teams:

Microsoft Teams						
Join	the	meeting	now	(insert	actual	link)
https://teams.microsoft.com/meet/210793175709587?p=5V6PQChocsjh5lk23F						
Meeting ID: 210 793 175 709 587						
Passcode: 5iN7AB3k						
Dial by phone: +1 505-312-4308 or (888) 506-1357 (Toll-free)						
Phone conference ID: 493 685 668#						

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:

[New Mexico Health Care Authority \(Euna portal\)](#)

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

*It is the Offeror’s responsibility to ensure all documents are completely uploaded and submitted electronically via the HCA’s bonfire system by the deadline set forth in this RFP. The HCA’s bonfire system will automatically cease uploading data at the date and time of the deadline. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via the bonfire system by the deadline, will be deemed late. Further, a submission that is not fully complete and received via the bonfire system by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statute and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.***

Proposals must be submitted electronically through HCA’s bonfire electronic procurement system. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile, or other electronic means other than through the HCA’s electronic procurement system, **will not** be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this RFP. Awarded in this context means the final required State agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of

clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details; including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

10. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be submitted timely and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this RFP, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this RFP. The fifteen (15)-calendar day protest period shall begin on the day following the

notice of award of contract(s) and will end at 5:00 PM MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

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

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

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

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

A. *Proprietary and Confidential information is restricted to:*

1. confidential financial information concerning the Offeror's organization; and
2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.

B. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

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

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP 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 Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Draft Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency or HCA/HCA.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

[New Mexico Health Care Authority \(Euna portal\)](#)

[Open RFPs | New Mexico Health Care Authority](#)

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, does not apply, etc. are acceptable responses).

Provide the following information:

- A. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
- B. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);

- C. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
- D. Identify any other entity/ies (such as State Agency, reseller, etc., that is not a subcontractor identified in C) that may be used in the performance of this awarded contract; and
- E. The individual identified in B above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit a signed Letter of Transmittal Form (Appendix E) will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any State agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 - 2. has within a three (3)-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 - d. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 - e. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - 3. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - 4. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

- 5. Have within a three (3)-year period preceding this offer, had one (1) or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

The New Mexico/Native American Resident Preferences shall not apply because the expenditures for this RFP include federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one (1) proposal in response to this RFP ELECTRONIC SUBMISSION

1. **ONLY ELECTRONIC SUBMISSION VIA (Health Care Authority Procurement Portal, Euna Interactive) can be accessed <https://newmexicohsd.bonfirehub.com>**
2. **All vendors must register with the Procurement Portal to log in and submit requested information.**

Proposals in response to this RFP must be submitted through HCA's Services Purchasing's electronic procurement portal ONLY; the Offeror needs to submit only one (1) single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

A. Technical Proposals – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**.

*EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit. The Technical Proposals **SHALL NOT** contain any cost information.*

1. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
 - a. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
 - b. One (1) **redacted** (def. Section I.F.27) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

B. Cost Proposals – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.

The ELECTRONIC proposal submission must be fully uploaded to HCA's e-Procurement Portal by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

B. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. **Promotional material must be minimal.** The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

A. Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications (**except for cost information which shall be included ONLY in Cost Proposal**)
 - a. Organizational Experience
 - b. Organizational References
 - c. Organizational Capacity
 - d. Operational Readiness
 - e. Crisis System Operations
 - f. Technology and Security
 - g. Outreach, Reporting, and Quality
 - h. Oral Presentation (if applicable)
 - i. Financial Stability – (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
8. Suspension and Debarment Requirement Form
9. Other Supporting Material (if applicable)

B. Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

2. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix E which must be completed and signed by an individual person authorized to obligate the company.

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix B)

4. Page Limits

The following page limits apply to the Offeror's proposal:

- A. Complete application packages (i.e., the Response to Specifications) should not exceed twenty-five (25) pages.
- B. Page size must be 8.5" x 11".
- C. Minimum of 1-inch margins on all sides.
- D. Minimum 12-point font for body text; 10-point font for tables and graphics
- E. Single spacing.
- F. Title pages, table of contents, resumes, organizational charts, letters of support, references and financial information are excluded from page limits.
- G. Pages exceeding the specified limits **will not** be evaluated and **will not** be scored.

5. Table of Contents

The table of contents must contain a list of all sections of the proposal and the corresponding page numbers.

6. Proposal Summary

The proposal summary must be two (2) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

7. Response to Department's Terms and Conditions

The offeror shall explicitly indicate acceptance of the General Requirements (Section II.C) and the Contract Terms and Conditions (Appendix C). As provided in Section II.C.15, should the offeror object to any of the Agency's terms and conditions, as contained in Appendix C, the offeror must propose specific alternate language. The offeror must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

8. Offeror's Additional Terms and Conditions

Offerors must submit with the proposal a complete set in writing of any additional terms and conditions they request to have included in a contract negotiated with the Department.

9. Response to Mandatory Specifications

The Mandatory Specifications may be found in Section IV of the RFP. This section contains information required in the submission of proposals. Offerors must respond in the form of a thorough narrative to each numbered requirement in the order in which they appear in this section. The offeror must identify, in full, the question being answered and its response to that question.

10. Suspension and Debarment Requirement Form

The offeror must complete the certification form in Appendix G to certify compliance with federal regulations relating to suspension and debarment.

11. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

This Scope of Work details the scope for a statewide behavioral health crisis call operator to deliver coordinated and timely crisis intervention and support services to individuals throughout New Mexico experiencing self-defined behavioral health, substance use, or emotional health crises.

1. The Contractor shall operate a 24 hours per day, 7 days a week, 365/366 days per year crisis response system that provides live and immediate access to trained behavioral health professionals through telephone, chat, and text messaging modalities. Services shall be fully aligned with National 988 Suicide and Crisis Lifeline (Lifeline) standards and shall include, at minimum:
 - A. Immediate engagement
 - B. Crisis assessment and screening
 - C. Triage and de-escalation
 - D. Crisis stabilization and emotional support
 - E. Immediate engagement and coordination with 911 and PSAPs
 - F. Resource identification and referral, including dispatch and coordination of MCTs
 - G. Coordination of care and disposition
 - H. Follow up outreach, as appropriate
2. The Contractor shall be fully equipped to accept and respond to all crisis contacts routed through NMCAL, New Mexico Peer-to-Peer Warmline (Warmline), the Rio Grande Gorge Bridge Intercom, and any New Mexico encounters routed from the 988 Lifeline. All services must be fully accessible to callers, be provided free of cost, regardless of geographic location within the state and responsive to diverse cultural, linguistic, and accessibility needs.
3. In addition to Lifeline, NMCAL, and Warmline services, the Contractor shall serve as the central “care traffic control” hub for New Mexico’s crisis continuum. When a caller’s clinical or situational needs exceed the scope of telephonic or virtual intervention, the Contractor shall ensure seamless escalation, transition, and coordination with appropriate in-person crisis services. This includes, but is not limited to:
 - A. Coordinated dispatch and disposition tracking of MCTs.
 - B. Referrals to crisis triage centers (CTCs), crisis stabilization services, and behavioral health services.
 - C. Referrals to and coordination with law enforcement/Public Safety Answering Points (PSAPs), in instances of imminent danger to self/others.
 - D. Reporting, caller follow-up, and disposition tracking for all callers to support continuity of care and engagement in services.

4. The Contractor shall implement real time coordination, information sharing, dispatch tracking, and disposition reporting for MCTs and other mobile crisis responders, ensuring continuity of care and accountability across the system.
5. The Contractor will play a central role in coordinating care across the crisis system statewide. This includes working closely with MCTs, CTCs, Certified Community Behavioral Health Clinics (CCBHCs), 911 and PSAPs, first responders, behavioral health providers, MCOs, and community-based and support services. Through these partnerships, the Contractor shall promote system integration, timely access to care, reduced reliance on emergency departments and law enforcement when clinically appropriate, and improved outcomes for individuals experiencing any self-defined behavioral health crisis across New Mexico.

B. TECHNICAL SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each of the numbered mandatory specifications. The narratives along with required supporting materials will be evaluated and awarded points accordingly.

Failure to respond to Mandatory Specifications will result in the disqualification of the proposal as non-responsive.

1. Organizational Experience

The Offeror will ensure its staff possess sufficient current knowledge of the requirements of this Scope of Work and the applicable State and Federal regulations. Offeror **must**:

- A. Demonstrate its experience operating 24 hours per day, 7 days per week, 365/366 days per year statewide behavioral health crisis contact center(s). The experience of all proposed subcontractors must be described. The response shall describe the Offeror's experience providing crisis hotline services. The Offeror shall identify the number of years providing such services, the populations served, annual contact volumes, performance data, and any statewide or multi-jurisdictional crisis systems operated within the last five (5) years.
- B. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of a statewide crisis call line. Crisis call center services provided to the private sector will also be considered.
- C. Provide a table of the organization staffing or organizational chart including an explanation of the functions of the key personnel and staff located or to be located within New Mexico and/or in other locations for this contract.

- D. Provide a brief resume of all key personnel the Offeror proposes to use in performance of the resulting contract, should the Offeror be awarded. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

2. Organizational References

Provide three (3) external references from clients who have received similar services to those proposed for this contract, especially those projects in other states that have occurred within the past five (5) years. If the offeror proposes to use subcontractors for significant portions of the scope of work, the offeror shall provide an additional three (3) external references for each major subcontractor, if applicable.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire (“Questionnaire”), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror’s responsibility to ensure the completed forms are submitted on or before the date indicated in Section II.A, Sequence of Events, for inclusion in the evaluation process. Organizational References that are not received or are not complete may adversely affect the vendor’s score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.

Offeror shall include the following Business Reference information as part of its proposals:

- A. Client name;
- B. Project description;
- C. Project dates (starting and ending);
- D. Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- E. Staff assigned to reference engagement that will be designated for work per this RFP; and
- F. Client project manager name, telephone number, fax number and e-mail address.

3. Oral Presentation/Product Demonstration

If selected as a finalist, the Agency will ask the finalists to provide the Evaluation Committee with the opportunity to interview all proposed core staff during an oral presentation and review the information systems capabilities at a date, time, and place set by the Procurement Manager.

4. Mandatory Specifications

A. Organizational Capacity

1. 988 Lifeline and Crisis System Experience

The Offeror shall describe its experience operating within the 988 Suicide and Crisis Lifeline network. The response shall explain the Offeror's familiarity with Lifeline standards, clinical protocols, reporting requirements, technology platforms, quality assurance processes, and follow-up practices. The Offeror shall identify any current or previous Lifeline certifications, memberships, or affiliations and explain how this experience will support successful implementation of the required services.

2. Accreditation and Regulatory Compliance

The Offeror shall provide documentation demonstrating current accreditation by the American Association of Suicidology, International Council for Helplines, or another nationally recognized accrediting organization.

The response shall describe the Offeror's compliance framework, including oversight of HIPAA, 42 CFR Part 2, confidentiality requirements, security standards, and quality management practices.

B. Operational Readiness

1. Technical and Operational Approach

The Offeror shall submit a detailed narrative describing how it will operate the statewide crisis contact center. At a minimum, the response shall address:

- a. Voice, chat, and Short Message/Messaging Service (SMS) service delivery for NMCAL/988, Rio Grande Bridge Intercom operations, and Peer-to-Peer Warmline Telephonic and SMS;
- b. Crisis assessment and intervention processes;
- c. Suicide risk screening and safety planning;
- d. Call handling workflows;
- e. Follow-up procedures;
- f. Referral and care coordination processes;
- g. Escalation protocols;
- h. Quality assurance activities; and
- i. Language access and communication accessibility for individuals with limited English proficiency (LEP) and individuals who are deaf, hard of hearing, deafblind, or have speech or other communication disabilities.

The Offeror shall demonstrate how its operational model will ensure timely, equitable access to services, effective communication, and continuity of care for individuals experiencing behavioral health crises, including individuals with LEP and those with communication or hearing disabilities.

2. Implementation Plan

The Offeror shall submit a draft Implementation Plan that will become a contractual deliverable upon award. The plan shall include:

- a. Project governance structure;
- b. Major implementation milestones;
- c. Staffing and recruitment timelines;
- d. Technology deployment schedule;
- e. Training activities;
- f. Risk mitigation strategies;
- g. Readiness testing activities; and
- h. Timeline for achieving full operational capacity.

The Offeror shall demonstrate its ability to meet the implementation requirements and timelines identified in the Scope of Work.

3. Transition Plan

The Offeror shall submit a draft Transition Plan describing how services will be assumed from the incumbent provider (if applicable) without disruption to the public. The plan shall address:

- a. Continuity of operations;
- b. Detailed timelines;
- c. Knowledge transfer activities;
- d. System migration activities;
- e. Staff recruitment and onboarding;
- f. Data migration and retention;
- g. Coordination with state staff and stakeholders, including community outreach activities; and
- h. Risk management procedures.

The Offeror shall demonstrate its ability to maintain uninterrupted crisis services throughout the transition period.

4. Staffing Plan and Workforce Development

The Offeror shall submit a comprehensive Staffing Plan demonstrating its ability to meet all service, supervision, and operational requirements. The plan shall include:

- a. Organizational chart;
- b. Key personnel assignments;
- c. Staffing levels by function and shift;
- d. Clinical supervision structure;
- e. Warmline staffing approach;
- f. Surge staffing procedures;
- g. Recruitment and retention strategies;
- h. New Mexico workforce development strategy; and

- i. Approach to meeting workforce residency requirements.

The Offeror shall explain how staffing levels were determined and how staffing will be adjusted to meet changing service demand.

5. Training and Clinical Competency Program

The Offeror shall submit a draft Training and Clinical Competency Plan that will become a contractual deliverable. The response shall describe pre-service training, ongoing training, competency evaluation methods, supervisory review processes, and continuing education requirements.

The Offeror shall explain, at minimum, how staff will be trained in crisis intervention, suicide prevention, trauma-informed care, cultural humility, mobile crisis dispatch coordination, and services for special populations. Additional training and competency development activities should be detailed by the Offeror.

C. Crisis System Operations

1. Mobile Crisis Dispatch and Coordination Solution

The Offeror shall describe its proposed approach to statewide mobile crisis dispatch, coordination, and tracking. The response shall include:

- a. Dispatch workflows;
- b. Clinical triage and safety screening processes;
- c. GPS tracking capabilities;
- d. Mobile responder communication methods;
- e. Dispatch reporting capabilities;
- f. Escalation procedures; and
- g. Coordination with mobile crisis providers and other relevant stakeholders.

The Offeror shall demonstrate how its proposed solution supports timely dispatch, continuity of care, and accountability across the crisis continuum.

2. 911/988 Interoperability Strategy

The Offeror shall submit a detailed 911/988 interoperability strategy describing how it will establish and maintain operational coordination with PSAPs, law enforcement agencies, and emergency response partners. The response shall include:

- a. Proposed transfer protocols;
- b. Backline operations;
- c. Data-sharing approaches;
- d. MOA development strategy;
- e. Cross-training activities;
- f. Performance monitoring methods; and
- g. Plans for achieving required interoperability milestones.

3. Community Partnerships and Stakeholder Engagement

The Offeror shall submit a Stakeholder Engagement Plan that will become a contractual deliverable. The plan shall identify how the Offeror will collaborate with New Mexico:

- a. MCTs;
- b. CTCs;
- c. CCBHCs;
- d. MCOs;
- e. Tribal governments and Tribal health entities;
- f. PSAPs;
- g. Hospitals and emergency departments;
- h. Community-based organizations; and
- i. Other behavioral health system partners.

The Offeror shall demonstrate its ability to support statewide system integration and coordination.

4. Tribal Engagement and Cultural Responsiveness

The Offeror shall describe its approach to serving New Mexico's diverse populations and engaging Tribal communities and populations. The response shall include:

- a. Tribal outreach strategies;
- b. Cultural responsiveness practices;
- c. Language access services;
- d. Community engagement activities;
- e. Workforce diversity initiatives;
- f. Coordinated referral planning with Tribal health providers, as appropriate and with individual consent; and
- g. Methods for incorporating feedback from Tribal and community stakeholders.

The Offeror shall demonstrate its ability to provide culturally responsive services throughout the state.

D. Technology and Security

1. Technology Infrastructure and Security

The Offeror shall provide a detailed description of all technology systems proposed to support contract performance. The response shall address:

- a. Contact center technology;
- b. Call management systems;
- c. Dispatch systems;
- d. Data collection and reporting tools;
- e. Website and resource directory capabilities;
- f. System interoperability capabilities;
- g. Cybersecurity controls;

- h. Disaster recovery processes;
- i. Business continuity capabilities; and
- j. Compliance with applicable privacy and security standards.

The Offeror shall demonstrate how its technology environment will support reliable statewide operations and required operability and reporting functions.

E. Outreach, Reporting, and Quality

1. Public Awareness and Outreach Program

The Offeror shall submit a draft Public Awareness and Outreach Plan that will become a contractual deliverable. The plan shall describe how the Offeror will promote awareness and utilization of 988, NMCAL, the Warmline, NM 5-Actions, and other related services.

The response shall include communications strategies, stakeholder outreach activities, public education efforts, digital engagement approaches, and methods for measuring outreach effectiveness.

2. Data Reporting and Analytics Capability

The Offeror shall demonstrate its ability to collect, analyze, report, and share operational and clinical performance data. The response shall include examples of dashboards, reports, analytics tools, and performance management practices used in similar programs.

The Offeror shall describe how it will meet all federal and state reporting requirements and maintain a public-facing dashboard that supports transparency, accountability, and continuous quality improvement.

3. Quality Assurance and Performance Improvement Program

The Offeror shall submit a draft Quality Assurance and Performance Improvement (QAPI) Plan that will become a contractual deliverable. The response shall describe:

- a. Call monitoring processes;
- b. Clinical review procedures;
- c. Performance measurement methodologies;
- d. Complaint management processes;
- e. Corrective action procedures;
- f. Critical incident review practices; and
- g. Continuous improvement activities.

The Offeror shall demonstrate how quality and performance will be monitored and improved throughout the contract term.

4. Demonstrated Ability to Meet Service Levels

The Offeror shall provide historical performance data from comparable crisis contact center operations demonstrating its ability to meet or exceed service-level requirements. The response shall include, where available:

- a. Answer rates;
- b. Speed of answer;
- c. Abandonment rates;
- d. Chat and text performance metrics;
- e. Follow-up completion rates;
- f. Dispatch performance measures; and
- g. Other relevant operational indicators.

If historical data is unavailable, the Offeror shall provide a detailed explanation of how required performance standards will be achieved and maintained.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

- A. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five (5) years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries that may be relevant to the operation of this program. Include a brief description of each item listed.
- B. Offerors must submit copies of the most recent years independently audited financial statements and the most current 10-K, as well as financial statements for the preceding three (3) years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Cost

Offerors must complete the Cost Response Form in Appendix D. Cost will be measured by the total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications. All charges listed on Appendix D must be justified and evidence of need documented in the proposal.

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 Offeror proposals by sub-category.

Table 1: Evaluation Point Summary

Evaluation Factors		Points
Technical Specifications		
B.1	Organizational Experience	35
B.2	Organizational References	15
B.3	Oral Presentation/Demonstration	100
B.4.A	Organizational Capacity	
B.4.A.1	988 Lifeline and Crisis System Experience	40
B.4.A.2	Accreditation and Regulatory Compliance	20
B.4.B	Operational Readiness	
B.4.B.1	Technical and Operational Approach	70
B.4.B.2	Implementation Plan	35
B.4.B.3	Transition Plan	25
B.4.B.4	Staffing Plan and Workforce Development	45
B.4.B.5	Training and Clinical Competency Program	25
B.4.C	Crisis System Operations	
B.4.C.1	Mobile Crisis Dispatch and Coordination Solution	45
B.4.C.2	911/988 Interoperability Strategy	35
B.4.C.3	Community Partnerships and Stakeholder Engagement	20
B.4.C.4	Tribal Engagement and Cultural Responsiveness	20
B.4.D	Technology and Security	
B.4.D.1	Technology Infrastructure and Security	70
B.4.E	Outreach, Reporting, and Quality	
B.4.E.1	Public Awareness and Outreach Program	15
B.4.E.2	Data Reporting and Analytics Capability	25
B.4.E.3	QAPI Program	20
B.4.E.4	Demonstrated Ability to Meet Service Levels	40
C.1	Financial Stability	Pass/Fail
C.2	Letter Of Transmittal	Pass/Fail
C.3	Campaign Contribution Disclosure Form	Pass/Fail
C.4	Cost (30% of total)	300
TOTAL POINTS AVAILABLE		1,000

B. EVALUATION FACTORS

Points will be awarded based on the quality of the response, clarity of the response, perceived likelihood of the success of the response and/or applicability of the response to the need at hand for the following evaluation factors:

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement 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 II.C.18.

3. B.3 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to the Oral Presentation, the Agency will provide the Offeror a presentation agenda.

4. B.4 Mandatory Specifications (See Table 1)

A. Organizational Capacity

The Offeror shall be evaluated on its organizational experience, qualifications, accreditation status, and demonstrated ability to successfully operate a statewide behavioral health crisis contact center in compliance with applicable clinical, operational, and regulatory requirements.

B. Operational Readiness

The Offeror shall be evaluated on its proposed approach to implementation, transition, staffing, workforce development, and training, including its ability to establish and maintain the personnel, processes, and infrastructure necessary to support statewide crisis services.

C. Crisis System Operations

The Offeror shall be evaluated on its ability to coordinate and deliver integrated crisis services, including crisis hotline/text/chat services, mobile crisis dispatch, 911/988 interoperability, community partnerships, and culturally responsive service delivery that supports timely access to care and continuity of services.

D. Technology and Security

The Offeror shall be evaluated on its proposed technology platforms, system capabilities, security controls, interoperability, and continuity planning, including its ability to support reliable, secure, and uninterrupted crisis contact center operations.

E. Outreach, Reporting, and Quality

The Offeror shall be evaluated on its approach to public awareness, stakeholder engagement, data collection and reporting, quality assurance, performance improvement, and its demonstrated ability to monitor outcomes and meet required service standards.

5. Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

6. Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

7. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

8. Cost (See Table 1)

The offeror will be evaluated based on the total cost of implementation of the program for the one (1)-year contract period. The evaluation of each Offeror's cost proposal will be conducted using the following formula

Lowest Responsive Offeror's Cost

Each Offeror's Cost

X Available Award Points

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL

New Mexico Crisis and Access Line Services
RFP# 27-630-7901-0007

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Tami Spellbring

E-mail: Tami.spellbring@hca.nm.gov

Subject Line: New Mexico Crisis and Access Line Services: RFP# 27-630-7901-0007

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two (2) years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two (2) years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two (2)-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the

authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO
HEALTH CARE AUTHORITY
PROFESSIONAL SERVICES CONTRACT
(SAMPLE)

THIS AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Health Care Authority**, hereinafter referred to as the “HCA,” and **Contractor**, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement and incorporated herein by reference.

2. Compensation.

A. The HCA shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax, if applicable, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HCA when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the HCA no later than fifteen (15) days after the termination of the Fiscal

Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate on (Date), unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. **Termination.**

A. **Grounds.** The HCA may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HCA's uncured, material breach of this Agreement.

B. **Notice; HCA Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (4)(B)(3), the HCA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give HCA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HCA's material breaches of this Agreement upon which the termination is based and (ii) state what they must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the HCA does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the HCA does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HCA; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the HCA's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE HCA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. Immediately upon receipt by either the HCA or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the HCA; 2) comply with all directives issued by the HCA in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HCA shall direct for the protection, preservation, retention or transfer of all property titled to the HCA and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the HCA upon termination and shall be submitted to the HCA as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the HCA to the Contractor. The HCA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HCA proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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

7. **Assignment.**
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the HCA.
8. **Subcontracting.**
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the HCA. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the HCA.
9. **Release.**
Final payment of the amounts due under this Agreement shall operate as a release of the HCA, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
10. **Confidentiality.**
Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 HCA.
11. **Product of Service - Copyright.**
All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the HCA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
12. **Conflict of Interest; Governmental Conduct Act.**
A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
1. in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any HCA employee while such employee was or is employed by the HCA and participating directly or indirectly in the HCA's contracting process.
2. this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a

business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the HCA's making this Agreement;
 4. this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;
 5. in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
 6. in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute anything of value to a public officer or employee of the HCA.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HCA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HCA if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HCA and notwithstanding anything in the Agreement to the contrary, the HCA may immediately terminate the Agreement.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

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

14. Merger.

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

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

- A. The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.
- B. Contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, as applicable or upon HCA request, submit its most recent 2 CFR 200 audit. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HCA. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the Agreement in accordance with procedures promulgated by 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HCA and any other authorized entity as required by law within (fifteen) 15 days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HCA for good cause and the HCA reserves the right to approve or reject any such request. The HCA retains the right to contract for an independent financial and functional audit for funds and operations under this Agreement if it determines that such an audit is warranted or desired.
- C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HCA when the audit is available for review and provide online access to the HCA, or the Contractor shall provide the HCA with four (4) originals of the audit report. The HCA will retain two (2) and one (1) will be sent to the HCA/Office of the Inspector General and one (1) to the HCA/Administrative Services Division/Compliance Bureau.
- D. Within thirty (30) days thereafter or as otherwise determined by the HCA in writing, the Contractor shall provide the HCA with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HCA has the right to reduce funding, terminate this Agreement, and/or recommend decertification in compliance with state and/or federal regulations governing such action.
- E. This audit shall contain the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HCA. This audit shall also include a review of the schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, and appendices where appropriate.

- F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F and appendices.

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

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

To the HCA:

[name, address, email]

To the Contractor:

[name, address, email]

25. Debarment and Suspension.

A. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HCA relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

1. The Contractor shall provide immediate written notice to the HCA's Program Manager if, at any time during the term of this Agreement, the Contractor learns that

its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

2. If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HCA, the HCA may terminate the Agreement.
- C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the HCA when it requests subcontractor approval from the HCA. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HCA may refuse to approve the use of the subcontractor.

26. Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (Anti-Lobbying).

- A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.
- B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HCA, termination of the Agreement.

27. Non-Discrimination.

- A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.
- B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.
- D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) as required by Title VI of the Civil Rights Act of 1964 (42 U.S. Code § 2000d) and Section 1557 of the Affordable Care Act (42 U.S. Code § 18116).

28. Drug Free Workplace.

- A. *Definitions.* As used in this paragraph—
1. “Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
 2. “Conviction” means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
 3. “Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

4. "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
5. "Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.
6. "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establish an ongoing drug-free awareness program to inform such employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The Contractor's policy of maintaining a drug-free workplace:
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - a. Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B (1);
 - b. Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:
 - v. Abide by the terms of the statement; and
 - vi. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.
 - a. Notify the HCA Program Manager in writing within ten (10) days after receiving notice under (B)(2)(vi) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee.
 - b. Within thirty (30) days after receiving notice under B(2)(vi) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - vii. Taking appropriate personnel action against such employee, up to and including termination; or
 - viii. Require such employees to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
3. Make a good faith effort to maintain a drug-free workplace through implementation

of B (1) through B (3) of this paragraph.

- C. The Contractor, if an individual, agrees by entering into this PSC not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- D. In addition to other remedies available to the HCA, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

29. Findings and Sanctions.

- A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.
- B. The Contractor will make repayment of any funds expended by the HCA, subject to which an auditor acting pursuant to this agreement finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.
- C. If the HCA becomes aware of circumstances that might jeopardize continued federal funding the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HCA officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

30. Performance.

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees, its subcontractors, and/or Business Associates (BA), as applicable, with the following requirements:

- A. All work will be performed under the supervision of the Contractor, the Contractor's responsible employees, and the Contractor's subcontracted staff.
- B. Contractor agrees if Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from, or created on behalf of, HCA by Contractor; or Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from, or created on behalf of, HCA by Contractor pursuant to the Services; are collectively referred to as Confidential Information in Article 10 of this Agreement, made available to Contractor, shall be used only for the purpose of carrying out the provisions of this contract.
- C. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be

necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or subcontractor of the Contractor is prohibited.

- D.** Contractor agrees that it will account for all Confidential Information upon receipt and store such Confidential Information in a secure manner before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
- E.** The Contractor certifies that the Confidential Information processed during the performance of this Agreement will be purged from all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such Confidential Information.
- F.** Any spoilage or any intermediate hard copy printout that may result during the processing of Confidential Information will be given to the HCA or its designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HCA) of the spoilage or any intermediate hard copy printouts and will provide the HCA or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- G.** All of Contractor's computer systems, office equipment, written records, and portable media receiving, processing, storing, or transmitting Confidential Information must meet the requirements defined in relevant federal regulations such as HIPAA Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45 CFR Part 160 and Subparts A and C of Part 164), and/or any other Federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for security across relevant managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Confidential Information.
- H.** No work involving Confidential Information furnished under this Agreement will be subcontracted without prior written approval of the HCA.
- I.** The Contractor will maintain a list of its personnel, subcontractors, and/or business-related entities with authorized access (electronic or physical) to HCA Confidential Information. Such list will be provided to the HCA and, upon request, to the federal agencies as required.
- J.** The Contractor will provide copies of signed acknowledgments for its staff and its subcontractors and/or Business Associates, to provide certification that relevant

information security awareness and training was completed. These certifications will be provided to the HCA upon contract start and, at a minimum, annually thereafter during the term of this Agreement.

- K.** The HCA will have the right to terminate the contract if the Contractor or its subcontractors or Business Associates fail to provide the safeguards described above, consistent with the termination clause herein.
- L.** Upon request, the Contractor will provide the HCA copies of current policies and/or summaries of its current plans that document Contractor's privacy and security controls as they relate to HCA Confidential Information. This includes, at a minimum, any System Security Plans which describe the administrative, physical, technical, and system controls to be implemented for the security of the Department's Confidential Information. The plan shall include the requirement for a Contractor notification to the Department Security Officer or Privacy Officer of breaches or potential breaches of information within three (3) days of their discovery.
- M.** All incidents affecting the compliance, operation, or security of the HCA's Confidential Information must be reported to the HCA. The Contractor shall notify the HCA of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of three (3) days (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.
- N.** The Contractor must provide the HCA with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long-term solution to possible future privacy and security threats to PII. In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.
- O.** The HCA will have the right to seek remedies consistent with the liability terms of this contract Agreement and/or terminate the Agreement if the Contractor or its Subcontractors or Business Associates fail to provide the safeguards or to meet the security and privacy requirements to safeguard Confidential Information as described above, consistent with the liability and/or termination clauses herein.
- P.** All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of HCA. Upon termination of this Agreement for any reason, subcontractor and/or Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that subcontractor and/or Business Associate determines that returning or destroying the PHI is not feasible, subcontractor and/or Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return, or destruction of the PHI

is infeasible, subcontractor and/or Business Associate shall agree, and require that its agents, affiliates, subsidiaries and subcontractors agree to the extension of all protections, limitations and restrictions required of subcontractor and/or Business Associate hereunder.

- Q. HCA Personally Identifiable Information (PII) cannot be accessed by HCA employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, HCA PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

31. Criminal/Civil Sanctions.

- A. It is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C.552a(i)(1), which is made applicable to contractors by 5 U.S.C.552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully disclose the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- B. Contractor agrees that granting access to PHI and PII must be preceded by certifying that each individual understands the HCA's applicable security policy and procedures for safeguarding PHI and PII. Contractors must maintain their authorization to access PHI and PII through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review.

32. Inspection.

The HCA shall have the right, with 24-hour notice, to send its inspectors into the offices and plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to PHI and PII under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

33. Contractor's Responsibility For Compliance With Laws and Regulations.

- A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.
- B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have

proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

- C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the HCA as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the HCA Business Associate Agreement (BAA), attached hereto as Exhibit B, and incorporated herein by this reference, and comply with the terms of the BAA and subsequent updates.

34. Contractor's Responsibility For Compliance With Laws and Regulations Relating To Information Technology.

The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to ensure compliance with the following regulations and standards insofar as they apply to Contractor's processing or storage of HCA's Confidential Information or other data:

- A. The Federal Information Security Management Act of 2002 (FISMA);
- B. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- C. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
- D. Electronic Information Exchange Security Requirements, Guidelines, And Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration; and
- E. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT".

35. Authority.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below:

By: _____
Agency

Date: _____

By: _____
Agency Chief Financial Officer

Date: _____

By: _____ Date: _____
Agency General Counsel – Certifying Legal Sufficiency

By: _____ Date: _____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

TBIN Number: _____

By: _____ Date: _____
Tax and Revenue Department Representative

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date: _____

Exhibit A

Scope of Work

I. PROGRAM/PROJECT DESCRIPTION

This SOW outlines requirements for a statewide behavioral health crisis call operator to deliver coordinated and timely crisis intervention and support services to individuals throughout New Mexico experiencing self-defined behavioral health, substance use, or emotional health crises.

The Vendor shall operate a 24 hours per day, 7 days a week, 365/366 days per year (24/7/365/366) crisis response system that provides live and immediate access to trained behavioral health professionals through telephone, chat, and text messaging modalities. Services shall be fully aligned with National 988 Suicide and Crisis Lifeline (Lifeline) standards and shall include, at minimum:

- Immediate engagement
- Crisis assessment and screening
- Triage and de-escalation
- Crisis stabilization and emotional support
- Immediate engagement and coordination with 911 and PSAPs
- Resource identification and referral, including dispatch and coordination of mobile crisis teams (MCTs)
- Coordination of care and disposition
- Follow up outreach, as appropriate

The Vendor shall be fully equipped to accept and respond to all crisis contacts routed through the New Mexico Crisis and Access Line (NMCAL), New Mexico Peer-to-Peer Warmline (Warmline), and any New Mexico encounters routed from the Lifeline. All services must be fully accessible to callers, be provided free of cost, regardless of geographic location within the state and responsive to diverse cultural, linguistic, and accessibility needs.

In addition to Lifeline, NMCAL, and Warmline services, the Vendor shall serve as the central “care traffic control” hub for New Mexico’s crisis continuum. The Vendor will play a central role in coordinating care across the crisis system statewide. This includes working closely with MCTs, CTCs, Certified Community Behavioral Health Clinics (CCBHCs), 911 and PSAPs, first responders, behavioral health providers, managed care organizations (MCOs), and community-based and support services. Through these partnerships, the Vendor shall promote system integration, timely access to care, reduced reliance on emergency departments and law enforcement when clinically appropriate, and improved outcomes for individuals experiencing any self-defined behavioral health crisis across New Mexico.

When a caller’s clinical or situational needs exceed the scope of telephonic or virtual intervention, the Vendor shall implement real time coordination, information sharing, dispatch tracking, and disposition reporting for MCTs and other mobile crisis responders, ensuring continuity of care and accountability across the system. The Vendor shall ensure seamless

escalation, transition, and coordination with appropriate in-person crisis services. This includes, but is not limited to:

- Coordinated dispatch and disposition tracking of MCTs;
- Referrals to crisis triage centers (CTCs), crisis stabilization services and behavioral health services;
- Referrals to and coordination with law enforcement/Public Safety Answering Points (PSAPs), in instances of imminent danger to self/others;
- Reporting, caller follow-up, and disposition tracking for all callers to support continuity of care and engagement in services.

II. PROGRAM/PROJECT REQUIREMENTS

A. PURPOSE

This SOW establishes requirements for operating the NMCAL/988 Crisis Call Center on behalf of New Mexico Health Care Authority Behavioral Health Services Department (HCA BHSD).

1. Service Values and Practice Expectations. The Vendor will serve individuals presenting across the full spectrum of behavioral health needs ensuring that every contact is met with an appropriate and responsive level of care. Consistent with a “no wrong door” approach, the Vendor shall not refuse, deny, delay, or deflect services based on an individual’s level of acuity, location, complexity, diagnosis, insurance status, or any other factor. The Vendor shall remain engaged and retain responsibility for care coordination, stabilization, and warm handoff(s) to appropriate crisis or community-based resources until a safe and appropriate disposition is achieved. The Vendor must operate according to the BHSD Services Values detailed below and embed them into service delivery, staff training, quality assurance, and supervision and performance monitoring protocols:

- i. Be welcoming, timely, and accessible (every door is the right door);
 - ii. No one is turned away – able to serve all complexity and acuity levels in some capacity;
 - iii. Trauma-responsive;
 - iv. Informed by people and families with lived experience;
 - v. Equity through standardized practice, accountability, and transparency in sharing data;
 - vi. Embedded in cultural humility;
 - vii. Recovery-oriented;
 - viii. Empowering, hope-giving, and strength-based;
 - ix. Effective and evidence informed.
- 2. Scope of Services.** The Vendor shall be responsible for operations of the following programs:
- i. **New Mexico NMCAL/988, Calls, Chats, and Short Message/Messaging Service (SMS) Support.** The NMCAL/988 program offers New Mexicans real-time access to behavioral health professionals by phone, online chat, or SMS, 24/7/365/366. It serves as a centralized hub for an array of crisis and non-crisis support and interventions, in line with Lifeline guidelines. The program shall:
 - a. Receive, triage, and respond timely to all incoming calls, chats, and SMS messages routed through New Mexico NMCAL and 988;

- b. Conduct rapid screening, risk assessment, and needs identification;
 - c. Provide de-escalation, emotional support, and brief interventions as clinically appropriate;
 - d. Coordinate additional supports and referrals based on assessment findings and individual preferences;
 - e. Maintain engagement and responsibility for coordination when needs exceed telephonic or virtual support capacity, ensuring coordinated MCT dispatch, and/or warm handoffs to the appropriate level of care;
 - f. Facilitate transfers to the Warmline when clinically appropriate and if/when requested by the individual;
 - g. Follow up with individuals who have contacted NMCAL/988 within seventy-two (72) hours, as appropriate and in alignment with Lifeline standards.
- ii. **Rio Grande Gorge Bridge Intercom Support.** The Vendor shall provide dedicated, immediate crisis intercom response services for the intercom(s) systems operated by the New Mexico Department of Transportation on the Rio Grande Gorge Bridge in Taos County. The Vendor shall ensure live telephonic response by a trained crisis call taker within twenty (20) seconds or less of intercom activation, 24/7/365/366. Upon activation, the Vendor shall provide real-time crisis intervention including immediate engagement, crisis assessment and suicide risk screening, de-escalation and stabilization, monitoring and support for the duration of the event. The Vendor shall retain responsibility for the interaction and remain actively engaged until the crisis is resolved or safely transferred through a coordinated handoff. When warranted, the Vendor shall promptly coordinate and dispatch appropriate emergency or crisis resources, which may include MCTs, law enforcement or first responders, emergency medical services (EMS), or other local or state-designated crisis response partners. The Vendor shall ensure clear communication, real time coordination, and accurate documentation of all intercom activations, including response times, actions taken, resources dispatched, and final disposition, and shall share required data with BHSD and designated system partners in accordance with reporting and confidentiality requirements.
- iii. **New Mexico Peer-to-Peer Warmline Telephonic and SMS Service.** The Vendor must provide at least twelve (12) hours of continuous peer-to-peer telephonic and SMS/text support daily (e.g., every day of the year) by a live Certified Peer Support Worker (CPSWs) for non-crisis situations. The Vendor shall establish and maintain hours of operation based on call volume, utilization data, and demonstrated consumer need, with staffing concentrated during peak demand periods. At a minimum, the proposed operating hours must include evening and weekend coverage and be designed to maximize accessibility for individuals seeking support outside of traditional business hours.
- iv. Services include confidential assistance for emotional, mental, and behavioral health, substance use concerns, recovery, suicide prevention, and peer intervention, accessible through a toll-free number. Calls and texts are assessed and connected to additional support as needed, promoting self-determination, hope, and practical help.

- v. **Dispatch of Mobile Responders.** The Vendor will establish and operate a reliable dispatch function for mobile crisis responders, with GPS tracking and a mobile application, that prioritizes continuity of care and timely, coordinated crisis response across New Mexico. Dispatch will be managed through a structured, process designed to ensure clear communication and dependable handoffs between the NMCAL/988 crisis call center and BHSD-approved MCT providers and New Mexico Children, Youth, and Families Department (CYFD)-approved mobile response and stabilization service (MRSS) providers. Dispatch staff will coordinate directly with MCTs and/or MRSS to facilitate warm transfers, sharing all pertinent health and safety information, along with any additional details requested by responding teams to support appropriate field-based response. The Vendor will develop and maintain standardized operating procedures, communication protocols, and escalation pathways, and will participate in joint training efforts with MCTs and other emergency services partners to ensure alignment and readiness.
- vi. **New Mexico 5-Actions Program (NM 5-Actions).** Vendor shall host and provide public access to the NM 5-Actions, a digital health and education tool designed for New Mexicans seeking support and treatment for substance use and addiction. The program shall remain a self-guided, web-based platform offering education and resources addressing substance use and co-occurring challenges, including relationships, trauma, mood/depression, and anxiety.

The Vendor shall ensure the NM 5-Actions is made available on an open-access basis, without requiring users to create an account, username, or login credentials to access content. In addition, the Vendor shall actively promote the NM 5-Actions, including conducting community outreach and education efforts and implementing reasonable measures to encourage awareness and utilization of the tool across the service area.

- vii. **Public Awareness.** The Vendor shall develop, implement, and maintain a comprehensive communications and outreach program to promote statewide awareness of NMCAL/988, the Warmline, the NM 5-Actions, and other BHSD-funded programs within the scope of this SOW.

Vendor responsibilities shall include, at a minimum:

- a. Managing and maintaining a public-facing website, educational materials, and social media channels. The website must adhere to the State of New Mexico's Department of Information Technology (DoIT) and HCA's security and accessibility standards.
- b. Developing and executing a formal communications plan; which shall include, but not be limited to, public service announcements, press releases, and presentations, subject to HCA approval
- c. Conducting regular in-person outreach to 911/PSAPs, crisis and community providers, and other stakeholders identified by BHSD

All marketing, communications, and outreach materials must be submitted to and approved by the HCA Communications Director no fewer than thirty (30) days prior to publication or dissemination. The Vendor shall also coordinate and

collaborate with HCA's designated marketing vendor to support and align statewide 988 and NMCAL marketing efforts.

viii. Data Collection and Reporting. Maintain a web-based real-time analytics dashboard, to track customized aggregated, and de-identified reporting metrics available in a readable format, as outlined in Section G. In addition, the Vendor must collect and report Call Center utilization and interactions data, including but not limited to, the total of NMCAL/988 connections via calls, chats, and texts, connections from Rio Grande Gorge Bridge Intercoms, Warmline data, and MCT dispatches. The Vendor must adhere to all federal and state data collection and reporting responsibilities outlined in this SOW.

ix. 911/988 Interoperability, Coordination, and Training Efforts. The Vendor shall develop, implement, and maintain comprehensive interoperability between the Lifeline/NMCAL and 911 PSAPs, in alignment with federal guidance, state policy, and behavioral health crisis system best practices. This includes:

- a. Formal coordination structures and agreements between NMCAL/988, 911 PSAPs, MCTs, and other relevant stakeholders;
- b. Execute a minimum number of three (3) new or updated Memorandum of Agreements (MOAs) annually with PSAPs (e.g., no fewer than three (3) per contract year, or as otherwise directed);
- c. Running a dedicated backline available 24/7/365/366 to PSAPs and law enforcement to allow for direct transfer and warm handoff to NMCAL/988 from law enforcement officers;
- d. Standardized call handling and transfer protocols between 911 and NMCAL/988 systems, including the availability of bi-directional, real-time call transfer capabilities, in alignment with national interoperability standards;
- e. Data sharing to exchange relevant data;
- f. Performance measurement reporting on interoperability performance metrics, as outlined in Section G. This includes but is not limited to:
 - a. Number of calls transferred between 911 and 988
 - b. Call resolution rates
 - c. Mobile crisis dispatch rates
 - d. Law enforcement involvement in behavioral health calls
 - e. Time to dispatch MCTs and on-scene arrival;
- g. Training and workforce development that includes ongoing cross-system training for 988 staff, 911 dispatchers and partners agencies.

B. ORGANIZATIONAL REQUIREMENTS

This Section defines the organizational requirements of the Vendor:

1. Experience. At a minimum, the Vendor must meet the following organizational experience standards:

- i. Experience with 24/7/365/366 crisis call center operations in New Mexico or other states
- ii. Familiarity with Lifeline services, standards, and associated technologies
- iii. Ability to bill Medicaid for crisis calls, or other related behavioral health services, working with MCOs and community-based behavioral health service providers

2. Accreditation. Vendor must meet the following accreditation standards:

- i. Active accreditation by American Association of Suicidology, International Council for Helplines, or other recognized entity;
- ii. Active membership with the Lifeline network;
- iii. Enrollment as a New Mexico Healthcare Authority provider, in good standing, with no current sanctions, suspensions, or exclusions that would limit the Vendor's ability to deliver services under this contract;
- iv. The Vendor shall notify BHSD immediately of any change in accreditation, membership status, or provider enrollment that may affect compliance with these requirements.

C. DETAILED REQUIREMENTS

This Section defines the full range of services the Vendor must provide to operate a comprehensive, integrated crisis contact center aligned with national standards and state priorities.

- 1. Call Center Operations.** The Vendor shall operate a statewide, continuously staffed crisis call center that provides real-time access to behavioral health support services 24/7/365/366 days per year. Services shall include:
 - i. Voice (NMCAL and 988). For continuity and to the extent possible, the contractor shall attempt to maintain access to the existing NMCAL number
 - ii. Chat (via Lifeline platform)
 - iii. SMS/Text (via Lifeline platform)
 - iv. Core functions shall include:
 - a. Suicide risk screening and assessment
 - b. Crisis de-escalation and stabilization
 - c. Safety planning
 - d. Emotional support and active listening
 - e. Information and referral to community resources, including dispatch of mobile crisis response services, if warranted
 - f. Coordination with emergency and non-emergency services
 - g. Follow-up contacts within seventy-two (72) hours, as appropriate and in alignment with Lifeline standards.
 - v. The Vendor shall ensure:
 - a. No calls are routed to voicemail
 - b. All contacts are answered live or through approved overflow protocols
 - c. Services are accessible via interpreter services and teletypewriter (TTY)/telecommunications Device for the Deaf (TDD)
 - d. Services meet minimum performance standards, as outlined in Section D
 - e. Use of caller ID functioning
 - f. NMCAL services shall be confidential and only disclosed as required by law, or for other purposes permitted under HIPAA, HIPAA regulations, and Title 42 C.F.R. Part 2.
- 2. 988 Lifeline Compliance.** The Vendor shall operate as a fully compliant member of the Lifeline network. The Vendor shall:
 - i. Maintain active Lifeline certification
 - ii. Adhere to all clinical, operational, reporting and performance standards
 - iii. Utilize the Lifeline Unified Platform for chat and text
 - iv. Implement Lifeline Suicide Safety Policy and risk protocols

- 3. Peer Support Warmline.** The Vendor shall operate an integrated Warmline with toll-free telephonic and SMS/text capabilities, designed to provide non-crisis emotional support and recovery-oriented services. Services shall include:
- i. Telephonic and SMS/text support by a CPSW
 - ii. At minimum, telephonic and SMS services shall be available for at least twelve (12) continuous hours per day, seven (7) days a week, 365/366 days a year
 - iii. Partner with BHSD to establish plans to expand, or change operations hours and/or staffing, based on actual Warmline service demand
 - iv. Maintenance of a unique toll-free phone number to the Warmline separate from NMCAL. For continuity and to the extent possible, the Vendor shall try and maintain access to the existing Warmline number
 - v. Provide seamless transfer between the Warmline and crisis services (NMCAL/988) and from NMCAL/988 to the Warmline, as required
 - vi. Meet minimal staffing requirements, as defined in Section D.
 - vii. Callers who contact the Warmline during staffed hours may be placed in a queue to speak with the next available CPSW. While waiting in the queue, callers shall be provided with the option to press one (1) to be immediately transferred to a NMCAL/988 crisis call taker for crisis intervention, or to remain in the queue to speak with the next available CPSW. The vendor shall implement processes to minimize caller wait times and monitor queue performance to ensure timely access to services.
 - viii. When an SMS conversation is sent to the Warmline outside of the time when a Warmline CPSW is staffed to respond to the SMS, the community member requesting a text conversation must receive an automated response identifying the hours a CPSW is available to respond to the SMS, and offered an option to call NMCAL/988 for immediate support
 - ix. Warmline staff shall be compensated at a competitive wage and shall receive benefits consistent with industry standards and applicable employment laws
 - x. Warmline services shall:
 - a. Be recovery-oriented and strengths-based
 - b. Promote self-determination and resiliency
 - c. Escalate to crisis services when clinically appropriate
 - d. Be accessible via interpreter services and TTY/ TDD
- 4. Specialized Access Points.** The Vendor shall support additional crisis access channels to ensure comprehensive statewide coverage. This includes:
- i. Live 24/7/365/366 response to Rio Grande Gorge Bridge intercom systems within thirty (30) seconds or less of intercom activation, and all services as outlined in Section II, A, 2(ii)
 - ii. Administering a dedicated 24/7/365/366 backline for PSAPs, law enforcement, and EMS. The backline shall:
 - a. Be always answered live within service performance targets defined in Section E.
 - b. Provide direct access to supervisory staff
 - c. Support immediate consultation and prioritize dispatch of MCTs, as warranted or available

- d. The backline shall also be used for PSAPs to direct transfer and warm handoff mental health calls to the Crisis Contact Center from 911 dispatchers
- 5. **Mobile Crisis Dispatch, Tracking, and Coordination.** The Vendor shall serve as the central coordination point for MCT dispatch, coordinating timely and appropriate in-person response.
 - i. The Vendor must prioritize least restrictive interventions and utilize emergency services only when clinically necessary.
 - ii. The Vendor must provide a dispatch platform, with GPS tracking and safety alerts available via a mobile application to mobile responders, to dispatch and track MCTs in operation throughout New Mexico, with the following capabilities:
 - a. Real-time dispatch and assignment;
 - b. GPS-enabled tracking;
 - c. Secure data sharing;
 - d. Reporting on dispatch volume, response timeliness, and outcomes.
 - iii. Prior to referring or dispatching an MCT, the Vendor shall complete a screening to assess safety considerations and share clinical and safety information in real-time with responding MCTs, or other relevant partners. At minimum, this must include:
 - a. Suicide and violence risk
 - b. Medical stability
 - c. Substance use and intoxication
 - d. Willingness to engage and how mobile responders can identify the person
 - e. Presence or access to weapons
 - f. Scene safety conditions (e.g., security gates, animals)
 - g. Presence of others on scene (including children or vulnerable individuals)
 - h. Note that this process may be exempted for law enforcement officers or first responders requesting a mobile crisis dispatch.
 - iv. Develop dispatch policies and procedures, including clinical assessment protocols, safety screenings, communication standards, escalation procedures clinical triage protocols and decision trees to determine when a situation warrants MCT deployment. All policies, procedures and protocols must be approved by BHSD and the Vendor shall proactively work with mobile responders to educate on dispatch practices, including updating safety screening questions and dispatch decision protocols based on mobile responder feedback.
 - v. The Vendor shall train all dispatch staff, define the parameters that necessitate an MCT dispatch and record and report related dispatch metrics and outcomes.
 - vi. Implement all technology enhancements to enable to full capability of a dispatch role, see Section 8.
 - vii. Maintain communication with individuals in crisis, and crisis responders, as appropriate.
 - viii. The Vendor shall offer meetings at least quarterly with MCTs, CTCs, CCBHCs, and other crisis or behavioral health providers to discuss clinical best practices, develop standardized protocols, and resolve challenges, related to MCT dispatch.
- 6. **Closed-Loop Coordination.** The Vendor shall utilize the HCA -designated closed-loop referral platform(s) or referral systems and processes to support closed-loop referrals.

The Vendor shall ensure timely completion of all referrals and provide follow-up and coordination as warranted and clinically appropriate.

7. **Care Coordination and Follow-Up.** The Vendor shall ensure continuity of care beyond the initial contact to the crisis call center. This includes:
 - i. Follow-up contacts consistent with Lifeline standards. Follow-up shall be offered when clinically indicated and only with the individual's consent. At minimum:
 - a. For individuals assessed to be at **high risk**:
 1. The Vendor shall complete follow-up within twenty-four (24) hours of the initial contact
 2. The Vendor shall make a minimum of three (3) follow-up attempts
 3. Follow-up must include reassessing risk, reviewing and updating safety plans, engaging natural supports when appropriate, and confirming connection to recommended services
 - b. For individuals assessed to be at **moderate risk**:
 1. The Vendor shall complete follow-up within seventy-two (72) hours of the initial contact
 2. The Vendor shall make a minimum of three (3) follow-up attempts
 3. Follow-up must include reassessing risk, reviewing safety plans, reviewing resources provided, and checking progress toward outpatient or community based services
 - c. For individuals assessed to be at **low risk**:
 1. Follow-up is not required, but may be offered when clinically indicated or requested by the individual
 - d. The Vendor shall document all follow-up attempts, successful contacts, updated risk assessments, safety plan revisions, referrals made and outcomes, and any barriers to engagement
 - ii. Tracking referral outcomes
 - iii. Coordination with providers and MCOs, including referrals to MCO care coordination or care by a CCBHC or other community-based provider, if relevant
 - iv. Support for timely access to services and ongoing continuity of care.
8. **Technology and Platform Requirements.** The Vendor shall provide and maintain all technology required to support crisis call center operations. Required systems include:
 - i. A Lifeline-compliant platform for receiving, routing, managing, and reporting on all Lifeline-routed voice, chat, and text contacts
 - ii. The Vendor may use proprietary software to customize handling of non-Lifeline calls, chats, and texts
 - iii. Call management and data system
 - iv. Mobile crisis dispatch system and mobile application for mobile crisis responders
 - v. Public-facing website and resource directory
 - vi. All systems must:
 - a. Comply with all applicable federal and state privacy and confidentiality laws and regulations, including HIPAA, its implementing regulations, and 42 C.F.R. Part 2.
 - b. Meet HITRUST or equivalent standards
 - c. Support interoperability via Application Programming Interfaces
 - d. Integrate with state systems

- e. Use both physical and electronic access controls.
 - f. Perform regular vulnerability and penetration testing.
 - vii. Continuity of Operations. In the event there is an interruption in service lasting over two hours impeding the ability to meet the requirements of this Contract, the Vendor shall notify BHSD via email and/or phone within four hours of the time of onset with details of the disruption and planned resolution, including which services were impacted.
 - viii. The Vendor shall establish written policies and procedures outlining recovery and continuation of the system operations in the event of a natural or human-induced disaster. Disaster criteria policies and procedures shall be subject to review, approval, and/or denial by BHSD.
 - ix. The Vendor shall develop and submit, within 90 days of Contract execution, a Continuity of Operations Plan. The Continuity of Operations plan shall be updated and reviewed annually thereafter, or upon request by BHSD.
- 9. Public Awareness and Outreach.** The Vendor shall support statewide awareness and utilization of 988 services. The Vendor shall:
- i. Develop an annual outreach and communications plan and update the plan regularly.
 - ii. Coordinate messaging with the state.
 - iii. Submit materials for approval prior to release. All marketing and outreach completed by the Vendor must be pre-approved in writing by the HCA BHSD Public Information Officer, or their designee.
 - iv. Coordinate community stakeholders and resources to ensure resources are comprehensive and up to date to facilitate referral mechanisms that are responsive to the needs of people and service providers. This includes but is not limited to:
 - a. Provider agencies such as medical, behavioral health, senior care, primary care, community health, peer workers (e.g. peer-run and peer-driven organizations)
 - b. Inpatient mental health facilities
 - c. Substance use prevention constituencies
 - d. Respite care
 - e. Hospitals and emergency rooms
 - f. Public safety services, including 911, law enforcement, fire, and EMS
 - g. Correctional facilities and judicial systems
 - h. Street outreach teams
 - i. Support groups and programs
 - j. Advocacy organizations
 - k. People and families with lived experience
 - l. Tribal leadership
 - m. Schools
 - n. Other services and stakeholders as needed.

D. STAFFING REQUIREMENTS. The Vendor is expected to maintain sufficient staffing to meet demand, while also being able to adjust as call, chat, and text volumes change over time. The Vendor must maintain adequate staffing to cover NMCAL/988, Warmline and other functions, 24/7/365/366. Based on call volume, the Vendor must provide coverage to

meet caller needs and minimize the number of calls that are diverted to or rolled over to other contact center providers.

1. Staffing. The Vendor shall submit a staffing plan to HCA BHSD aligned with NMCAL/988 service delivery. At a minimum, the Vendor must maintain the roles outlined below and ensure staff are always available to support 24/7/365/366 system operations. The staffing model should be data-driven and adjusted based on demand patterns. The Vendor should maintain a staffing model sufficient to:

- i. Meet or exceed all service level requirements
- ii. Ensure continuous 24/7/365/366 coverage and modified hours for Warmline operations
- iii. Respond to fluctuations in call, chat, and text volume
- iv. Ensure availability of clinical supervisors, as defined in Section D.2.

2. Required Key Personnel. The Vendor shall maintain, at minimum, the following positions (see following table). Key personnel are subject to state approval. Certain Vendor staff must be based in New Mexico, as outlined below:

- i. The Vendor shall notify BHSD, in writing, of any changes to the contact information for individuals holding Key Staff positions. Such notification shall include updates to the individual's name, telephone number, email address, and location. In the event of an interim replacement, the Vendor shall also provide the name, contact information, and resume of the individual assuming the Key Staff responsibilities.

Role	Minimum Level of Effort	Responsibilities	Requirements
Call Center Director	1 FTE	Program oversight and coordination	Must be based in New Mexico full-time
Clinical Director	1 FTE	Clinical supervision; Lifeline compliance	A licensed independent behavioral health practitioner, that is a RLD board-approved Clinical Supervisor or a Psychiatrist
Quality Assurance Lead	1 FTE	Quality monitoring; reporting	
Community Outreach Coordinator	0.5 FTE	Community outreach	Must be based in New Mexico
Tribal Liaison	0.5 FTE	Tribal engagement and call center training	Must be based in New Mexico
Clinical Supervisors	1:12 ratio	Real-time 24/7/365/366 staff support, clinical supervision and oversight	A licensed independent behavioral health practitioner, that is a RLD board-approved Clinical Supervisor or a Psychiatrist
Crisis Counselors	Volume-based	Handle NMCAL/988 contacts 24/7/365/366	• CPSWs • Bachelor's level community support workers • Registered Nurse • Licensed Mental Health Counselor • Licensed Master Social Worker

			• Psychiatric physician assistant • Licensed Alcohol and Drug Counselor • Crisis counselors must have at least one (1) year work experience with individuals with a behavioral health condition
CPSWs	Volume-based	Warmline calls and texts	• CPSW • Certified family peer support worker, or • Certified youth peer support worker

- ii. Supervision is a critical part of maintaining quality and supporting staff. Supervisors must be available at all times to provide guidance, assist with complex situations, and support staff well-being. Supervisory staff must always be available to provide:
 - a. Clinical consultation and supervision
 - b. Escalation support
 - c. Staff oversight

3. Workforce Composition. The Vendor shall ensure:

- i. Sufficient staffing to meet the requirements of this SOW.
- ii. Staff reflect the demographics of the population served.
- iii. New Mexico Residency Requirement: Vendor shall strive towards a goal of twenty-five percent (25%) of its total workforce assigned to this SOW who resides in the state of New Mexico during the first year of program implementation. The vendor shall also develop and implement a phased workforce expansion plan. The plan shall include specific hiring targets, timelines, and strategies to recruit and retain New Mexico residents, and shall be subject to review and approval by HCA BHSD.
- iv. *Staffing Ratio*: Maximum 12:1 staff-to-supervisor ratio.
- v. *Coverage Requirement*: 24/7/365/366 staffing across all service channels, with the exception of the Warmline.
- vi. *Surge Capacity*: Vendor must demonstrate ability to scale staffing during peak demand periods.
- vii. *Language Access*: Multilingual capability required.
- viii. *Lived Experience*: Inclusion of staff with lived behavioral health experience is encouraged.

4. Staffing Plan Requirements. The Vendor shall submit a detailed staffing plan that includes:

- i. Staffing levels by shift and channel
- ii. Peak hour coverage strategy
- iii. Surge staffing protocols
- iv. Recruitment and retention strategy
- v. Workforce development plan. As part of its workforce development strategy, the Vendor shall establish and maintain a “grow your own” graduate pipeline,

including partnerships with New Mexico higher education institutions to support training, internships, and career pathways into behavioral health and crisis services roles. The Vendor shall ensure they are approved by a New Mexico higher education institution for use as a practicum or clinical training site for licensed clinical social workers and counselors.

- 5. Training Requirements.** The Vendor must provide training for all staff, including active, on-call, and relief staff, according to established and emerging best practices. This includes at least forty (40) hours of total pre-service training that includes formal instruction and supervised observation/mentored shifts, before independently handling crisis calls. Ongoing annual and continuing education and professional development must be provided as needed to keep skills current. Training curricula must be approved by the state prior to implementation. At minimum, all staff shall receive annual training in:

- i. Crisis intervention and de-escalation
- ii. Suicide risk assessment and assessment of danger to self/others
- iii. Safety planning
- iv. Follow-up interventions
- v. Motivational interviewing techniques, including active listening
- vi. Mental health conditions
- vii. Substance use and co-occurring disorders
- viii. Trauma-informed care
- ix. Intellectual/developmental disabilities
- x. Traumatic brain injuries
- xi. Dementia
- xii. Cultural humility and antiracism
- xiii. Special populations such as Veterans, Tribal populations, and LGBTQIA+
- xiv. Domestic violence and safety assessment
- xv. Telephonic/chat/SMS communication and intervention skills
- xvi. Legal/ethical requirements and confidentiality
- xvii. Documentation and data entry
- xviii. New Mexico crisis system training and available resources (e.g., NMCAL/988/911, mobile crisis coordination, CCBHC, CTCs, co-responder teams)
- xix. Mobile crisis dispatch protocols, for relevant staff

- 6. Workforce Wellness and Retention.** The Vendor shall implement policies to support workforce sustainability, including:

- i. Secondary trauma mitigation and burnout
- ii. Regular supervision, coaching, and structured debriefing opportunities
- iii. Staff wellness initiatives and supports
- iv. Retention and engagement strategies

E. SERVICE LEVEL REQUIREMENTS

This Section defines the minimum average monthly performance standards required to ensure timely and effective service delivery.

- 1. Performance Standards.** For NMCAL/988, Vendor shall meet or exceed:

- i. Answer rate: $\geq 90\%$
- ii. Average speed of answer: ≤ 20 seconds

- iii. Abandonment rate: $\leq 3\%$
- iv. Service level: $\geq 85\%$ answered within thirty (30) seconds
- v. Vendor may submit a phased-implementation plan describing how the Vendor will scale services during the first six (6) months of implementation to progressively meet and maintain the above performance metrics.
- vi. Performance standards shall be submitted and assessed monthly.
- vii. Additional metrics include, at a minimum:
 - a. Chat and SMS volumes, including response times and service level reporting across modality
 - b. Taos Gorge Bridge
 - 1. Average speed of answer ≤ 20 seconds
 - c. MCT Dispatch metrics including;
 - 1. Total dispatches
 - 2. Average dispatch time – The average time between identification of the need for a mobile response and the official dispatch of the team.
 - 3. Average dispatch response time – the time from dispatch to on-scene arrival. Target response times are:
Urban areas: within sixty (60) minutes
Rural areas: one hundred twenty (120) minutes or less
 - 4. Reasons for non-dispatch
 - 5. Arrival time and on-scene duration follow-up completion rates

2. Additional Standards.

- i. The Vendor shall minimize the number of calls that are diverted or rolled-over to other contact center providers.
- ii. Callers must agree before being placed on hold. Callers placed on hold shall never receive a busy signal and Crisis Line staff must check in with NMCAL/988 callers placed on hold regularly to ensure safety, provide reassurance, and maintain therapeutic rapport.

3. Performance Management. If performance standards are not continuously met, the Vendor may be required to:

- i. Submit a corrective action plan.
- ii. Participate in performance review meetings and improvement activities.

F. QUALITY ASSURANCE AND IMPROVEMENT ACTIVITIES

The Vendor shall maintain a structured approach to quality and clinical oversight.

1. The Vendor shall:

- i. Develop and maintain a comprehensive Quality Assurance and Performance Improvement (QAPI) Plan annually, with at minimum quarterly monitoring.
- ii. Conduct routine call monitoring and evaluation activities including review of performance standards, clinical quality and adherence to established protocols.
- iii. Establish and maintain a formal process for tracking, investigating, and resolving complaints, including documentation of outcomes and corrective actions.
- iv. Conduct critical incident reviews.
- v. Provide ongoing clinical supervision, training, competency evaluation, and workforce support for all staff engaged in crisis line operations, including measures to mitigate burnout and secondary traumatic stress.

G. DATA COLLECTION, REPORTING, AND DASHBOARD

This Section establishes requirements for data transparency, reporting, and system performance monitoring.

1. Reporting Requirements. The Vendor shall provide monthly reports including:

- i. Contact volume by channel:
 - a. Total call volume (calls, text, chats, NMCAL/988, Rio Grande Bridge and Warmline)
 1. Number of contacts received (by channel)
 2. Number of contacts answered (by channel)
 - b. Number of NMCAL/988 contacts transferred to and from 911
 - c. Number of NMCAL/988 contacts that are non-transactional, informational, emotional support, versus crisis related
 - d. Number of NMCAL/988 calls transferred to the Warmline
 - e. Number of NMCAL/988 contacts that are made by third parties
 - f. Number of NMCAL/988 contacts that are eligible and consented to a follow-up
 - g. Number and percentage of successful follow-up contacts
 - h. Report on key performance indicators and data metrics:
 1. Average speed of answer
 2. Answer rate
 3. Abandonment rate
 4. Average hold times
 5. Average call duration
 6. % of contacts resolved by NMCAL/988
 7. % transferred to 911
 8. % mobile crisis dispatch
 9. % referred to outpatient services
 10. % referred to other supports
 11. Top ten (10) reasons for calling
 - i. The number of individuals that use the NMCAL/988 that are referred to mental health services
 - j. The number and percentage of individuals that receive mental health care because of a referral made by NMCAL/988 staff and agree to a follow-up call
 - k. The number of NMCAL/988 contacts that include a suicide attempt in progress
 - l. The number of NMCAL/988 contacts that result in emergency rescue with and without law enforcement
 - m. The number of NMCAL/988 contacts that result in a mobile crisis handoff and relevant dispatch measures
 - n. The number of NMCAL contacts that involve an individual in substance use crisis
 - o. Mobile crisis response
 1. Dispatch volume by county
 2. Average response times by county
 3. Average time to on-scene arrival
 4. Average on-scene duration

5. Number and % of dispatches with confirmation from an MCT
 6. Number and % of dispatches with outcome update within twenty-four (24) hours
 7. Number of failed or delayed dispatches
 8. Reasons for non-dispatch
 9. All mobile crisis dispatch data must also be shared with the HCA BHSD designated data collection vendor. The Vendor is responsible for collaborating with HCA BHSD's data collection vendor to ensure all data is properly described, easily interpreted, and provides an accurate description of the activities of the contact center
 - p. 911/988 interoperability metrics
 1. Number of calls to the backline
 2. Number of calls transferred from 911 to NMCAL/988
 3. Number of calls transferred from NMCAL/988 to 911
 4. Outcomes of transferred calls
 5. % of situations resolved without law enforcement
 6. Calls to NMCAL/988 from law enforcement
 7. MCT dispatches for law enforcement
 - ii. Referral types and outcomes
 - iii. Number of individuals eligible for follow-up by risk-rating, including follow-up completion rates and outcomes of follow-up contacts
 - iv. Number and percentage of contacts not answered by the Vendor and routed to another call center.
2. **Public Dashboard.** The Vendor shall maintain a public-facing dashboard displaying trends over time and where feasible, geographic breakdowns. At minimum, the following information must be included and updated monthly:
- ii. **Contact volume trends**
 - a. Total call volume by channel (calls, SMS, chats and Warmline)
 - b. Response timeliness
 1. Average speed of answer
 2. Answer rate
 3. % of contacts resolved by NMCAL/988
 4. % transferred to 911
 5. % dispatched mobile crisis
 6. % referred to outpatient services
 7. % referred to other supports
 8. Top ten (10) reasons for calling
 - iii. **Mobile crisis response**
 - a. Dispatch volume by county
 - b. Average response times by county
 - c. Number of activations via law enforcement
 - iv. **911/988 interoperability metrics**
 - a. Transfer from 911 to NMCAL/988
 - b. Transfer from NMCAL/988 to 911
 - c. Outcomes of transferred calls
 - d. % of situations resolved without law enforcement

- e. Calls to NMCAL/988 from law enforcement
- f. MCT dispatches for law enforcement
- g. Number of calls involving imminent risk, emergency rescue and number of suicide attempts in progress
- iii. The Contractor shall ensure data presented is accurate, validated, and updated on a regular basis (e.g., monthly or as defined by the state):
 - a. Present data in a clear, user-friendly format accessible to the general public
 - b. Include plain-language descriptions to support interpretation of metrics
 - c. Ensure compliance with all privacy, security, and data suppression requirements

3. Data Integration. The Vendor shall:

- i. Share data with providers and the state
- ii. Support system interoperability
- iii. Ensure compliance with all relevant privacy laws

H. 911/988 INTEROPERABILITY

The Vendor shall support seamless coordination between emergency and behavioral health systems. The Vendor shall:

- i. Develop policies and procedures with the NMCAL/988 contact center and PSAPs
- ii. Establish formal MOAs with PSAPs:
 - a. Execute a minimum number of three (3) new or updated MOAs annually with PSAP partners, as defined by the state (e.g., no fewer than three (3) per contract year, or as otherwise directed)
 - b. Maintain an up-to-date inventory of all MOAs, including status (active, in development, expired), participating agencies, and effective dates
- iii. Enable warm transfers between 911 and 988
- iv. Align with national interoperability standards
- v. Mandate a dedicated backline available 24/7/365/366 to PSAPs and law enforcement to allow for direct transfer and warm handoff to NMCAL/988 from law enforcement officers.

I. RESPONSIVENESS AND INCLUSIVITY

The Vendor shall ensure services are equitable, accessible, and responsive.

1. This includes:

- i. The Crisis Line must provide 24/7/365/366 access for Deaf and Hard-of-Hearing callers through TTY or IP-TTY, and must also offer 24/7/365/366 interpreter and relay services, including ASL. All systems must be ADA-compliant, HIPAA-compliant, and fully integrated into the Crisis Line's call-handling platform. Staff must be trained to use TTY and relay services and to communicate effectively with Deaf callers
- ii. Engagement with Tribal communities
- iii. Inclusion of lived experience
- iv. Culturally appropriate service delivery

J. COMMUNITY COLLABORATION

The Vendor shall actively participate in the statewide crisis system.

1. The Vendor shall:

- i. Attend and facilitate regular crisis system stakeholder meetings
- ii. Collaborate proactively with PSAPs, public safety, crisis providers and agencies

- iii. Support system improvement efforts
- iv. Coordinate with State leadership and staff
- 2. The Vendor shall meaningfully engage with Tribes, Pueblos and Tribal communities. This includes, at minimum:
 - v. Develop and implement a culturally responsive Tribal outreach and engagement plan, as part of the outreach and communication plan, in coordination with Tribal leadership and relevant stakeholders
 - vi. Conduct regular outreach and relationship-building activities with Tribal governments, Tribal health programs, and community-based organizations serving Tribal populations
 - vii. Ensure services are delivered in a manner that respects Tribal sovereignty, cultural practices, and community preferences
 - viii. Coordinate with Tribal entities to support awareness of crisis and MCT services, access pathways
 - ix. Participate in Tribal meetings, forums, or consultations upon request, and document engagement activities and outcomes
 - x. Incorporate feedback from Tribal partners into service delivery improvements and report on engagement efforts as part of regular contract reporting.

III. DELIVERABLES and REPORTS

A. Purpose/Scope of Services		
Deliverable or Report	Description	Timeline or Frequency
Implementation Plan	Submit a comprehensive implementation plan within a timeframe agreed to by the state. The plan shall include project timeline with key milestones and deliverables, staffing and operational readiness plan, technology deployment and integration timeline, and risk mitigation and contingency strategies.	• Draft submitted as part of the RFP response • Final within 15-30 calendar days after contract execution
Transition Plan	Submit a transition plan to ensure continuity of services, including coordination with incumbent Vendor, data migration and system transition approach, staff onboarding and training schedule.	• Draft submitted as part of the RFP response • Final within 15-30 calendar days after contract execution
24/7/365/366 Crisis Contact Center Operations	Operate statewide crisis response services for calls, chats, and SMS through NMCAL, 988, and Warmline, including crisis intervention, triage, stabilization, referrals, and follow-up support.	• Phased operations may begin within first 30 days • Continuous 24/7/365/366 coverage after implementation date
MCT Dispatch & Coordination System	Provide centralized dispatch, GPS tracking, communication protocols, and coordination with mobile crisis responders and emergency partners statewide.	• Initial deployment within 60–120 days • Statewide optimization within 180 days • Continuous/real-time operations
Rio Grande Gorge Bridge Intercom Response Services	Provide live crisis response and intervention for bridge intercom activations, including emergency coordination and documentation.	• Operational within 30 days • Continuous 24/7/365/366 after implementation date
Peer Warmline	Deliver telephonic and SMS-based peer support services staffed by CPSWs for non-crisis emotional and recovery support.	• Operational within 30 days

		• Daily/minimum eight (8) continuous hours per day after implementation date
NM 5-Actions	Host and maintain the public-facing digital behavioral health and substance use support platform, including outreach and promotion activities.	• Operational within 30 days • Ongoing
Public Awareness & Outreach Program	Develop and implement statewide outreach, communications, stakeholder engagement, educational campaigns, and public awareness activities.	• Initial plan within 60 days • Ongoing • Materials must be provided thirty (30) days in advance for review
Real-Time Analytics Dashboard	Maintain a web-based dashboard displaying aggregated operational and crisis system performance metrics.	• Initial dashboard deployment within 90–150 days of contract implementation • Continuous/real-time, updated at least monthly thereafter
911/988 Interoperability Program	Develop and maintain operational coordination, transfer capabilities, and training between 911 PSAPs and NMCAL/988 systems.	• Initial interoperability framework within 30 days • Ongoing phased implementation over 12 months • Continuous

• B. Organizational Requirements

Deliverable or Report	Description	• Timeline or Frequency
Accreditation & Compliance Documentation	Maintain and provide evidence of required accreditations, Lifeline membership, and provider enrollment status.	• Initial submission within 30 days of contract start date • Annually
Compliance Notification Reporting	Notify BHSD of any accreditation, membership, or enrollment status changes impacting compliance.	• Immediate notification within 1–3 business days of identified issue or status change

• C. Detailed Requirements

Deliverable or Report	Description	• Timeline or Frequency
Crisis Call Center Operations Plan	Operate statewide crisis call center supporting voice, chat, and SMS services aligned with Lifeline standards.	• Within 30 days • Continuous
Mobile Crisis Dispatch Platform	Implement and maintain dispatch technology with GPS tracking, mobile application, and reporting functionality.	• Initial implementation within 60–120 days • Ongoing
Mobile Crisis Dispatch Policies and Procedures	Develop, implement, maintain, and update standardized mobile crisis dispatch policies, clinical triage protocols, safety screening procedures, communication standards, escalation pathways, dispatch decision trees, and coordination workflows with MCTs, PSAPs, and emergency response partners, subject to BHSD approval.	• Initial submission within 60 days • Update as needed, but no less than annually
Annual Outreach & Communications Plan	Develop statewide communications and outreach strategy for awareness and engagement activities.	• Initial plan within 60 days of implementation • Update as needed, but no less than annually
Continuity of Operations Plan	A plan that ensures critical services remain operational during emergencies or disruptions. The plan must detail how the vendor will maintain uninterrupted 24/7 crisis response services—including call intake, triage, and	• Initial submission within 30 days of implementation • Annually thereafter • Incident reporting in writing within 4 hours

	dispatch, despite events such as system outages, natural disasters, or staffing shortages.	
Security and Compliance Documentation	Maintain and provide HIPAA compliance documentation, HITRUST or equivalent certification, data privacy and security protocols.	- Initial submission within 30–60 days - Update as needed, but no less than annually
• D. Staffing Requirements		
Deliverable or Report	Description	• Timeline or Frequency
Comprehensive Staffing Plan	Provide staffing levels, shift coverage, clinical governance, surge protocols, recruitment, retention, and workforce development strategies.	- Final within 30 days of implementation date - Update as needed, but no less than annually
Staff Training Program & Curriculum Plan	Deliver required pre-service and annual training programs across clinical, operational, and cultural competency topics.	- Within 45–60 days - Update as needed, but no less than annually
Workforce Wellness & Retention Program	Implement burnout mitigation, wellness supports, supervision, and retention initiatives.	- Within 60–90 days - Update as needed, but no less than annually
Workforce Reporting	Submit reports including workforce composition and demographics, language capacity and cultural representation, compliance with New Mexico residency requirements.	- Begin quarterly reporting within first full reporting quarter after implementation - Quarterly
• E. Service Level Requirements		
Deliverable or Report	Description	• Timeline or Frequency
Service Level Performance Monitoring	Monitor and maintain required answer rates, response times, abandonment rates, and service levels.	- Begin immediately upon operational launch - Monthly
Corrective Action Plans	Submit remediation plans and participate in review meetings when performance standards are not met.	- Within 10–15 business days of identified deficiency unless otherwise directed by BHSD - As needed
• F. Quality Assurance & Improvement		
Deliverable or Report	Description	• Timeline or Frequency
QAPI Plan	Maintain formal quality monitoring and performance improvement framework.	- Initial submission within 60–90 days - Update annually with quarterly monitoring
Critical Incident Reporting	Develop and implement protocols for identification and classification of critical incidents, timely notification to HCA BHSD, and root cause analysis and corrective actions.	- Effective upon operational launch - Ongoing
Complaint Reporting	Track and report complaints on a monthly basis, including type and volume of complaints and resolution status and timelines.	- Begin monthly reporting within first 30 days of operations - Monthly. Can combine with Monthly Operational Reports
• G. Data Collection, Reporting & Dashboard		
Deliverable or Report	Description	• Timeline or Frequency

Monthly Operational Reports	Submit reports covering contact volume, service metrics, referrals, dispatches, follow-up outcomes, and interoperability data.	• Begin within first full month of operations • Monthly
Clinical Activity Reports	Submit reports on top 10 reasons for calls, crisis intervention outcomes, and safety planning and de-escalation efforts	• Begin within first full month of operations • Monthly. Can combine with Monthly Operational Reports.
Follow-Up Services Reports	Submit reports on the number of individuals eligible for follow-up, follow-up completion rates, and outcomes of follow-up contacts.	• Begin within first full month of operations • Monthly. Can combine with Monthly Operational Reports
Warmline Services Reports	Submit reports on utilization of peer support services, escalations to crisis services, and staffing and service coverage.	• Begin within first full month of operations • Monthly. Can combine with Monthly Operational Reports
Mobile Crisis Dispatch Report	Submit reports on the number of dispatches, response times, referral completion and confirmation, outcomes, and resolution status.	• Begin within first full month of operations • Monthly. Can combine with Monthly Operational Reports
Public-Facing Dashboard	Publish public performance metrics, trends, and service outcomes in accessible format.	• Initial publication within 90–150 days • Monthly
Data Integration & Sharing	Share data with providers and State systems while maintaining interoperability and compliance.	• Initial integrations within 90–180 days • Ongoing
Annual Report	Submit an annual report that includes program performance summary, system outcomes and impact, and recommendations for improvement.	• Due within 30-60 days following completion of first contract year • Annual

• H. 911 / 988 Interoperability

Deliverable or Report	Description	• Timeline or Frequency
Interoperability Policies & Procedures	Develop formal coordination protocols between 911 PSAPs and NMCAL/988 operations.	• Initial submission within 90 days of implementation • Update as needed, but no less than annually
PSAP MOAs	Execute and maintain formal agreements with PSAPs.	• Initial outreach and engagement within 90 days • Minimum three (3) new or updated MOAs annually

• I. Responsiveness & Inclusivity

Deliverable or Report	Description	• Timeline or Frequency
Accessibility & ADA Compliance Program	Maintain TTY, ASL, interpreter, ADA-compliant, and culturally responsive services.	• Operational upon service launch • Full validation within 60 days • Ongoing
Tribal Engagement Activities	Coordinate outreach and collaboration with Tribal communities and leadership.	• Initiate within 30–60 days • Ongoing

• J. Community Collaboration

Deliverable or Report	Description	• Timeline or Frequency
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Stakeholder Engagement Plan	Maintain a stakeholder engagement plan that includes coordination with BHSD, MCOs, PSAPs, MCTs, behavioral health providers, MCOs and Tribes. Pueblos and Tribal community partners, and communication protocols and meeting cadence.	• Draft submitted as part of the RFP response • Final within 60 days of implementation • Updated no less than annually
Stakeholder Collaboration Meetings	Attend and facilitate statewide crisis system coordination meetings with partners and agencies. Collaborate with public safety, crisis providers, and State leadership on system improvements and coordination efforts.	• Initiate within first 90 days of implementation • Regular/ongoing, at least quarterly

APPENDIX D

COST RESPONSE FORM

Cost Response Form Guidance:

Use this Appendix to create a table, form, space/line, budget outline, etc. on which Offerors will submit their separate Cost Proposal. Keep in mind the following:

- Consider how you need the cost submitted.
- Do you need a detailed budget table, a list of prices for goods and services, just a line for an hourly/monthly rate, or something else?
- Will your RFP require Offerors to respond to different or separate categories, which will each have unique and separate cost requirements?
- Do you need to include a separate line item for estimated NMGRT, local options tax, etc., taxes?

Provide the Offerors with instructions on:

- how to complete the cost
 - ✓ EXAMPLE: “Offeror must provide costs for every line item included in the budget table provided.”;
- what the cost must include
 - ✓ EXAMPLE: “All costs provided by the Offeror must include all labor materials, equipment, travel, training, transportation, configuration, installation, and profit.”;
- any limitation(s) on the cost
 - ✓ EXAMPLE: “The Agency will not pay any additional charges outside of the hourly rate provided by the Offeror.” OR “The Offeror shall not add categories or line items to the budget table provided. It must be completed as-is.” OR “Offeror’s proposed cost shall not be used to replace Offeror’s already-budgeted funds for the proposed project.”; and/or
- whatever else might be appropriate.

- Consider how long the resulting contract will be in place. If your contract will be in place for multiple years, is asking for one year's budget, or one year's rates, enough for the length of the contract? Do you need an escalation clause in case of unforeseen cost increases? Do you need Offerors to submit multiple years' worth of cost, to cover the entire term of the contract?
- Consider how the cost is to be evaluated. Is the Cost Evaluation Factor in Section V a formula? If so, be clear about which cost from this Appendix will be used in the formula.
 - ✓ EXAMPLE: If the Cost Response Form requires a four-year detailed budget, you might specify that the cost to be used in the corresponding Evaluation Factor formula will be the total of all four budget years (i.e. $\text{TotalYear1} + \text{TotalYear2} + \text{TotalYear3} + \text{TotalYear4}$).
- Keep in mind, using only one year of a multi-year cost in the Evaluation Factor formula may result in an Offeror providing better pricing in that year, but subsequent years may increase sharply because they're not being included in the evaluation of cost.
- If you're having difficulty determining how cost should be submitted, consider how cost has been submitted on prior invoices, how invoices are submitted in the respective industry, and/or what the funding requires.
 - ✓ EXAMPLE: If prior invoice cost has been an hourly rate multiplied by the number of service hours, a simple space for an hourly rate may be sufficient to meet your needs.

APPENDIX E

LETTER OF TRANSMITTAL FORM

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 27-630-7901-0007

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

____ No.

____ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.

____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____

Date: _____

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Tami Spellbring, tami.spellbring@hca.nm.gov by September 30, 2026 @ 5:00 PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 27-630-7901-0007

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Health Care Authority via e-mail at:

Name: Tami Spellbring
Email: tami.spellbring@hca.nm.gov

Forms must be submitted no later than September 30, 2026 @ 5:00 PM MST/MDT and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Tami Spellbring, tami.spellbring@hca.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX G

NEW MEXICO 988 KEY PERFORMANCE INDICATORS (2025)

New Mexico 988 Lifeline In-State KPIs by Month, 2025							
Month	Routed In-State	Answered In-State	Answer Rate In-State	Abandoned In-State	Flowout To National-Backup	Avg. Speed To Answer (sec)	Avg. Talk Time (min)
January	2,754	2,315	84%	283	149	25.6	15.7
February	2,589	2,085	81%	301	199	29.3	16.0
March	3,113	2,661	85%	281	169	25.7	14.7
April	3,330	3,005	90%	246	77	19.7	16.3
May	3,673	3,323	90%	247	90	20.0	15.9
June	3,314	3,080	93%	197	33	17.6	17.4
July	3,753	3,328	89%	406	14	25.6	14.9
August	4,099	3,717	91%	298	83	19.3	14.5
September	4,279	3,815	89%	308	147	21.0	15.2
October	4,714	4,227	90%	305	176	21.0	14.4
November	4,469	4,008	90%	360	84	19.2	15.3
December	4,809	4,342	90%	314	143	20.2	15.9
Total/Average	44,896	39,906	89%	3,546	1,364	22.0	15.5

NEW MEXICO CONSOLIDATED CRISIS CALL LINE METRICS (2025)

Inbound Answered (Calls)					Outbound Answered (Calls)				Chat / Text / SMS		
Month	Warmline	NMCAL	Rio Grande	NSPL/988	Warmline	NMCAL	NSPL	Rio Grande	988 Chat/Text Answered	988 Outbound	Warmline SMS Answered
January	4,372	3,504	43	2,424	1	173	668	16	994		67
February	3,685	3,119	44	2,211	1	142	604	22	994		53
March	4,567	2,752	113	2,756	1	161	929	55	984		34
April	4,499	2,515	61	3,152	3	150	889	24	969		17
May	5,258	2,675	70	3,501	1	208	1,035	36	1,114		34
June	4,200	3,113	87	3,188	5	145	1,151	55	1,087		31
July	4,109	2,924	91	3,487	2	153	1,101	56	1,142		44
August	4,075	2,915	46	3,848	9	210	1,111	24	1,103		69
September	3,656	2,881	78	4,002	0	153	1,060	26	1,305		51
October	3,799	2,958	41	4,423	5	144	1,329	7	1,554		82
November	4,341	3,236	8	4,119	3	187	1,216	0	1,351	407	107
December	4,806	3,027	6	4,495	0	156	1,440	2	1,346	323	77
TOTAL	51,367	35,619	688	41,606	31	1,982	12,533	323	13,943	730	666

NEW MEXICO MOBILE DISPATCH METRICS (JANUARY – JUNE 2026)

	NMCAL				NSPL				COMBINED			
County	Requests	Dispatched	Declined	Dispatch rate	Requests	Dispatched	Declined	Dispatch rate	Requests	Dispatched	Declined	Dispatch rate
Bernalillo	421	237	155	56.30%	1,184	492	636	41.60%	1,605	729	791	45.40%
Doña Ana	56	37	17	66.10%	277	121	142	43.70%	333	158	159	47.40%
Santa Fe	49	28	20	57.10%	184	63	112	34.20%	233	91	132	39.10%
Sandoval	27	16	9	59.30%	160	65	85	40.60%	187	81	94	43.30%
San Juan	22	7	14	31.80%	100	24	69	24.00%	122	31	83	25.40%
Valencia	12	6	5	50.00%	56	9	41	16.10%	68	15	46	22.10%
Curry	8	7	1	87.50%	50	22	27	44.00%	58	29	28	50.00%
McKinley	4	1	3	25.00%	50	9	36	18.00%	54	10	39	18.50%
Eddy	9	5	4	55.60%	44	14	26	31.80%	53	19	30	35.80%
Otero	14	7	7	50.00%	35	9	24	25.70%	49	16	31	32.70%
Chaves	3	0	3	0.00%	32	0	31	0.00%	35	0	34	0.00%
Taos	6	3	3	50.00%	27	3	22	11.10%	33	6	25	18.20%
Roosevelt	4	1	2	25.00%	21	10	10	47.60%	25	11	12	44.00%
Grant	7	2	5	28.60%	14	3	9	21.40%	21	5	14	23.80%
San Miguel	5	1	4	20.00%	14	3	11	21.40%	19	4	15	21.10%
SUBTOTAL	647	358	252	55.30%	2,248	847	1,281	37.70%	2,895	1,205	1,533	41.60%
Where County is Not Known												
Other (out-of-state/unmapped)	6	2	4	33.30%	71	15	56	21.10%	77	17	60	22.10%
No Useable County	120	6	108	5.00%	627	24	586	3.80%	747	30	694	4.00%
TOTAL	773	366	364	47.30%	2,946	886	1,923	30.10%	3,719	1,252	2,287	33.70%