Request for Proposals

ISSUED BY

The New Mexico Department of Health
Epidemiology and Response Division

FOR THE PROVISION OF SERVICES FOR:

SEXUAL ASSAULT PRIMARY PREVENTION;
INFRASTRUCTURE DEVELOPMENT; TRAINING AND
TECHNICAL ASSISTANCE; TREATMENT CERTIFICATION;
SURVEILLANCE; CHILD & ADOLESCENT SEXUAL ASSAULT
EXAMS; PROGRAM EVALUATION; AND COMMUNITY-BASED
RAPE CRISIS CENTERS

RFP#:16-665-00-02015

Department of Health
Epidemiology and Response Division
P.O. Box 26110
1190 St. Francis Drive
Harold Runnels Building, Room N-1100
Santa Fe, NM 87502-6110
Attention: Beatrice Serna

ISSUE DATE:
MARCH 10, 2015
Legal Notice

New Mexico Department of Health

Epidemiology and Response Division

Request for Proposals FY 2016 through FY 2019

Initial Contract Term: July 1, 2015 to June 30, 2016 (Extensions appear below)

The New Mexico Department of Health (DOH), Epidemiology and Response Division (ERD), Office of Injury Prevention (OIP) is issuing a Request for Proposals (RFP) for FY 2016 through FY 2019. This RFP covers a 48-month period beginning on July 1, 2015 and ending on June 30, 2019. The initial contract term is from July 1, 2015 to June 30, 2016. ERD reserves the right to extend the contract on an annual basis, or any portions thereof, for up to three (3) additional years. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. These statewide and/or regional, county or community services must be provided in accordance with the applicable federal, state, and local laws. The total amount of funding available through this RFP for the 12 month period is approximately $2,501,670 subject to legislative appropriations, awards of federal funding, and budget approval by the Department of Finance and Administration. Offeror must propose for all services/activities listed in any of the described Service Provision Areas.

The purpose of the RFP is to fund statewide sexual violence services in six service provision areas. These areas include: support for community-based rape crisis centers, sexual assault exams for children and adolescents, infrastructure development, sexual assault surveillance, treatment certification for therapists to provide care for sexually abusive youth, primary prevention services, and organizational policy development. Activities in each service provision area will play a key role in reducing the high rates of sexual assault and violence in New Mexico by helping to create safe, equitable, and violence-free environments. All Offerors are expected to demonstrate that their proposed prevention and intervention services will result in reducing the prevalence of sexual violence in New Mexico. Offerors may apply to work in more than one service provision area.

The Epidemiology and Response Division reserves the right to cancel this RFP and/or to reject any proposal in whole or in part, and/or to fund the six service provision areas with amounts different than those indicated on page 10.

The proposed contracts shall become effective upon approval of the Department of Finance and Administration and may be extended up to 3 additional years at the discretion of the ERD. Extensions are contingent upon sufficient funding, priority needs of the DOH, and satisfactory performance.

Eligible public and private entities interested in submitting a proposal should contact: Beatrice Serna at (505) 476-3582 to obtain a proposal packet. A proposal packet may also be requested by writing to the
above individual at the Department of Health, Epidemiology and Response Division, P.O. Box 26110, 1190 St. Francis Drive, Harold Runnels Building N1100, Santa Fe, New Mexico 87502-6110.

If you are a person with a disability who requires a reader, amplifier, sign language interpreter or any other form of auxiliary aid/service to participate in any aspect of this process, please contact Beatrice Serna at (505) 476-3582 or by mail at the address listed in the previous paragraph at least TWO WEEKS PRIOR TO APPLICABLE DEADLINE to acquire a copy of the RFP in accessible form. TTY users may access this number via the New Mexico Relay Network, 1-800-659-1779.

Proposals must be received for review at the above address by 2 PM MT on 4/9/15. Any proposal received after this deadline will be considered non-responsive and not eligible for review.

The content of any proposal shall not be disclosed to competing Offerors during the negotiation process. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the NM Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
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INTRODUCTION

The New Mexico Department of Health (DOH), Epidemiology and Response Division (ERD), Office of Injury Prevention (OIP) is issuing a Request for Proposals (RFP) for FY 2016 through FY 2019. The initial contract term is for the 12 month period beginning on July 1, 2015 and ending on June 30, 2016. The ERD reserves the right to extend the contract on an annual basis, or any portions thereof, for up to three (3) additional years. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. These statewide and/or regional, county or community services must be provided in accordance with the applicable federal, state, and local laws. The total amount of funding available through this RFP for the 12 month period is approximately $2,501,670 subject to legislative appropriations, awards of federal funding, and budget approval by the Department of Finance and Administration. Offerors are encouraged to apply for any number of Service Provision Areas below. If applying for more than one Service Provision Area, the Offeror must submit complete individual proposals for each of the Service Provision Areas for which they are seeking funding. A combined application will be deemed nonresponsive to all other Service Provision Areas except for the first one identified in the response.

The proposed Service Provision Areas being funded are as follows:

1. **Community-Based Rape Crisis Centers**: Support rape crisis intervention and advocacy services 24 hours a day, seven days a week for survivors and their families of sexual violence at community-based rape crisis centers. Provide professional, confidential, individual and group therapy to survivors of sexual assault, their families and loved ones. Provide support and advocacy for assault survivors who are involved in the legal and judicial systems, by providing an advocate during the initial police reporting, formal investigation, grand jury hearings, at trials, during and after sentencing. Further details appear in Section V-II, Program or Project Description, under Service Provision Area 1.

2. **Children and Adolescents Sexual Assault/Abuse Exam Services**: Provision of medical evaluations for children and adolescents who have been sexually abused and sexually
assaulted including, but not limited to, comprehensive physical exams, on-call, 24 hour services, clinical programs, education and training, child advocacy and community services. Offeror must demonstrate a capacity for leadership role in responding to, treating, studying and preventing child sexual abuse cases. Offerors must be willing to provide consultation services for other care providers and follow-up care for sexual abuse and assaults. Offeror must also demonstrate a willingness to lend their medical review expertise in severe sexual abuse cases throughout the state, and provide training to high-level professionals and service providers in the area of child maltreatment. Offeror must also provide opportunities for training to local medical school interns, and other students interested in becoming leaders in the field of child abuse and neglect. Further details appear in Section V-II, Program or Project Description, under Service Provision Area 2.

3. **Sexual Assault and Violence Statewide Infrastructure**: Provide the infrastructure, services, programs and coordination to support statewide sexual assault and violence prevention and intervention services and programs. The Offeror must be an organization with the capacity to function across the state. Further details appear in Section V-II, Program or Project Description, under Service Provision Area 3.

4. **Surveillance for Sexual Violence and Assault**: Define the burden of sexual assault and domestic violence in New Mexico through provision of data capturing the prevalence and incidence of sexual violence and assault. Produce statewide sexual assault and domestic violence reports that guide legislative and funding decisions, prevention programs, and investigation, prosecution and judicial interventions. Further details appear in Section V-II, Offeror requirements, under Service Provision Area 4.

5. **Specialized training for professionals (therapists, child welfare workers, law enforcement professionals, etc.) who serve survivors of sexual violence from high-risk populations or who interact with perpetrators; and for parents/caregivers of children with disabilities**: Programs that enhance the ability of therapists and other mental health providers, child welfare workers and law enforcement officers to perform their duties with a high awareness of the implications of trauma-informed care for sexually abused clients, especially those who are members of populations with disproportionately high rates of sexual assault (Appendix D). Programs that also provide training to adult caregivers of disabled children and youth to prevent sexual assaults or abuse of this high-risk population.
Offerors must demonstrate the ability to select and deliver training programs that are trauma-informed as well as evidence-informed. Subcontractors may be used to provide such trainings, but must meet all contract criteria and be approved by OIP. Successful Offerors should be able to demonstrate their capacity to authentically engage and meet the needs of learners.

In order to increase the number of therapists in New Mexico who are certified through a nationally recognized training program that utilizes best practice therapeutic interventions to perpetrators, including sexually abusive youth (18 years and under), ERD will fund organizations that are capable of providing intensive trainings. This includes working with the treatment of perpetrators, including sexually reactive youth and juvenile sex offenders in community-based settings. Further details appear in Section V-II, Program or Project Description, under Service Provision Area 5.

6. **Sexual Violence and Assault Primary Prevention**: Implement culturally relevant, evidence-based or research-informed programs and/or policies, that follow the recommendations for prevention of sexual violence as outlined in Sexual Violence and the Spectrum of Prevention: *Towards a Community Solution* (http://www.nsvrc.org/sites/default/files/Publications_NSVRC_Booklets_Sexual-Violence-and-the-Spectrum-of-Prevention_Towards-a-Community-Solution_0.pdf). Primary prevention aims to address the root causes of sexual violence, such as gender inequities, sexism, hetero-sexism, racism, ableism, and other oppressions. Although Offerors proposing to implement primary prevention programs to impact any community will be considered, an Offeror proposing to develop and implement primary prevention programs intended to reduce violence in one or more priority populations – Black/African American, American Indian/Alaska Native (AIAN), Immigrant, Lesbian, Gay, Bisexual, Transgender, Queer or Questioning (LGBTQ), or People with Disabilities - will be given preference (Appendix D).

The ERD is seeking to fund comprehensive prevention programs, which have an impact across multiple levels of the spectrum of prevention (Appendix C). Programs that deliver a curriculum designed to change the knowledge and attitudes of individuals may be one part of such a comprehensive program. However, programs that educate individuals should also work to impact other levels of the spectrum of prevention. Preference will be given to Offerors who plan to implement programs that directly engage males, and to programs that change knowledge, attitudes, and behaviors of providers who work with young people and/or members of priority populations, such as coaches, health educators, correctional officers, disability group home staff, or homeless shelter staff.
Successful Offerors should be able to demonstrate their capacity to authentically engage and meet the needs of any priority population upon which they focus.

An Offeror’s proposal under this service area may also include a plan for organizational policy development and implementation. Offerors proposing to work in this area should outline a plan to identify existing policies, procedures, and organizational practices that help or hinder environments that are safe and free from sexual harassment and assault. Review the entire section relevant to Primary Prevention/Strategic Plan programming for further details. Further details appear in Section V-II, Program or Project Description, under Service Provision Area 6.

### Amounts Available by Service Category

<table>
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<th>Service Category</th>
<th>Total Amount Available</th>
<th>Anticipated Number of Awards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community-Based Rape Crisis Centers</td>
<td>$591,900.00</td>
<td>8</td>
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<tr>
<td>Children &amp; Adolescent Sexual Assault/Abuse Examination Services</td>
<td>$391,800.00</td>
<td>1</td>
</tr>
<tr>
<td>Sexual Assault and Violence Statewide Infrastructure</td>
<td>$1,031,470.00</td>
<td>1</td>
</tr>
<tr>
<td>Surveillance for Sexual Violence and Assault</td>
<td>$32,500.00</td>
<td>1</td>
</tr>
<tr>
<td>Specialized training for mental health, child welfare, and law enforcement professionals, and parents of children with disabilities</td>
<td>$164,000.00</td>
<td>1 or 2</td>
</tr>
<tr>
<td>Sexual Assault &amp; Violence Primary Prevention</td>
<td>$250,000.00</td>
<td>5-6</td>
</tr>
<tr>
<td>Discretionary: Offerors invited to justify their applications for additional funds</td>
<td>$40,000.00</td>
<td>1-2</td>
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</table>

Note: Offerors are strongly encouraged to apply for all the Service Provision Areas their organization is suited to perform, and has the capacity to meet their proposed deliverables.
Thus, one Offeror may apply for several Service Provision Areas for which they are eligible. ERD requires that each Offeror submit one proposal per each Service Provision Area. In other words, if an Offeror seeks funding in four of the Service Provision Areas, it must submit four separate and complete proposals to ERD. Each proposal must include all elements as described in this RFP. Each of the Service Provision Area components is described further in this RFP under SECTION V-II.

The ERD reserves the right to cancel this RFP and/or to reject any proposal in whole or in part.

The proposed contract for July 1, 2015 to June 30, 2016 shall become effective upon approval of the Department of Finance and Administration and may be extended up to 3 additional years at the discretion of the DOH. Extensions are contingent upon sufficient funding, priority needs of the DOH, and satisfactory performance.

Eligible public and private entities interested in submitting a proposal should contact: Beatrice Serna, Procurement Manager at (505) 476-3582 to obtain a proposal packet. A proposal packet may also be requested by writing to the above individual at the Department of Health, Epidemiology and Response Division, P.O. Box 26110, 1190 St. Francis Drive, Harold Runnels Building N-1100, Santa Fe, New Mexico 87502-6110.

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Proposals must be received for review at the above address by close of business day at 2:00 PM MDT on 4/9/15. Any proposal received after this deadline will be considered non-responsive.

The content of any proposal shall not be disclosed to competing Offerors during the negotiation process. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the NM Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
II. **ESSENTIAL ELEMENTS**

The Epidemiology and Response Division (ERD), Office of Injury Prevention (OIP) of the Department of Health (DOH) is offering a contract for services during State Fiscal Year 2016 (July 1, 2015 to June 30, 2016).

A. **DEPARTMENT OF HEALTH VISION AND MISSION**

The vision of the DOH is “A healthier New Mexico!”

The NM DOH Strategic Plan FY 2014 can be found at:

http://nmhealth.org/publication/view/plan/410/

The mission of the DOH is to promote health and wellness, improve health outcomes, and assure safety net services for all people in New Mexico.

B. **EPIDEMIOLOGY AND RESPONSE DIVISION (ERD) MISSION STATEMENT**

The mission of the ERD is to monitor health, provide health information, prevent disease and injury, promote health and healthy behaviors, respond to public health events, prepare for health emergencies, and provide emergency medical and vital registration services to New Mexicans.

C. **PURPOSE OF PROCUREMENT/RELATIONSHIP TO THE DOH STRATEGIC PLAN**

This RFP will support the DOH Strategic Plan within Program Area III:

The ERD is requesting one proposal for each of the six distinct components of sexual violence response and prevention. These components are: community-based rape crisis centers, children and adolescents sexual assault/abuse exam services, sexual assault and violence statewide infrastructure, surveillance for sexual violence and assault, treatment certification for professionals to provide care for sexually abusive youth and members of disparate populations, sexual violence primary prevention, and organizational policy development. Offerors proposing programs that detail how they will improve services and outcomes for underserved populations, as well as those programs or projects directing attention to the needs of the priority populations described in Appendix D will receive preference.

D. **OFFEROR ELIGIBILITY**

In order to ensure that the DOH has the benefit of the highest quality and most cost
effective services available, ERD will select the successful Offeror based on open and free competition in accordance with State law. Agencies including public nonprofits, private nonprofits, and government with relevant experience to the population(s) and/or project(s) identified in this RFP are encouraged to submit proposals. The ERD has established guidelines for all Offerors:

1. Offerors must have, or be willing to obtain, a current New Mexico tax identification number from the New Mexico Taxation and Revenue Department.

2. Offerors are encouraged to detail their efforts to collaborate with community and tribal health councils and organizations serving traditionally underserved populations.

3. Strong preference will be given to Offerors experienced in:
   a. Provision of statewide infrastructure prevention and intervention services and program components, which demonstrate connections to various regional or community-based services that work to prevent and/or mitigate sexual assault and violence and related injury in New Mexico;
   b. Statewide, regional or community-based services that demonstrate the capacity to increase the number of trained and certified therapists focusing on youth and juvenile offender sexually reactive individuals;
   c. Demonstrated capacity to provide training and technical assistance, conduct surveillance, and perform child and adolescent sexual assault/abuse exam services, as evidenced by previous history, expertise and staffing in providing these services, and willingness to expand to include any new areas of service provision; and/or
   d. Statewide, regional or community-based primary prevention programs that demonstrate the capacity to serve traditionally underserved and/or disparate communities (Appendix D).

4. The Offeror must be a 501(c)(3) public/private non-profit organization or a governmental agency based in New Mexico. If the Offeror is a non-profit, please furnish a copy of the organization’s Internal Revenue Service Determination letter, a copy of the agency’s Bylaws and Articles of Incorporation in the appropriate Appendix section.
5. Offerors who propose completion of ALL outcomes and activities of a project will be considered responsive and eligible for award, unless a specific project indicates that the project funding may be divided.

E. TERM OF CONTRACT

The New Mexico Procurement Code provides the DOH discretion to award contracts that are more or less than one year in length; however, funds appropriated for contracts are available for only one State Fiscal Year (July 1, 2015 to June 30, 2016). Therefore, Offerors awarded contracts in excess of one year will be allocated funding ending at the conclusion of one fiscal year. At the end of the State Fiscal Year, a contract amendment may be negotiated at the discretion of the DOH to reflect funding of services for the next year of the contract, dependent upon performance, availability of funds and status of DOH priorities. Contracts may only be continued for a maximum of three additional one-year contract periods. The initial contracts funded through this RFP will be awarded for the period beginning with the date of approval by the Department of Finance and Administration and ending June 30, 2016.

III. GENERAL REQUIREMENTS AND PROCESS

This procurement will be conducted in accordance with the State Purchasing Agent’s procurement code regulations, 1.4.1 NMAC:

A. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement
   Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost
   Any cost incurred by the Offeror in preparation, transmittal, 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 contract that may result from the RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the Agency. The Agency will make contract payments only to the prime contractor.

4. **Subcontractors**
Use of subcontractors must be clearly explained in the proposal. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

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. The Agency personnel will not merge, collate, or assemble proposal materials.

6. **Offerors 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 signed by the Offerors duly authorized representative addressed to the Procurement Manager.

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

7. **Proposal Offer Firm**
Responses to this RFP, including proposal prices, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer if one is submitted.

8. **Disclosure of Proposal Contents**
The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal
in order to facilitate eventual public inspections of the non-confidential portion of the proposal. Confidential data are normally restricted to confidential financial information concerning the Offerors organization and data that qualify as a trade secret in accordance with the Uniform Trade Secrets Act [§57-3A-1 to 57-3A-7 NMSA 1978]. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the State Purchasing Agent shall examine the Offeror’s 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 confidential data.

9. **No Obligation**
   The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (including the Department of Information Technology, State Purchasing Division, Department of Finance and Administration/Contracts Review Bureau and Federal 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 the RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected 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**
    ERD requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Procurement Manager.

13. **Governing Law**
    This procurement and any agreement with Offerors that may result shall be
governed by the laws of the State of New Mexico.

14. **Basis for Proposal**
Only information supplied by ERD in writing through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. **Contract Terms and Conditions**
The contract between the Agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in Appendix J, “Contract Terms and Conditions.” However, the Agency reserves the right to negotiate with a successful Offeror, provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror’s proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Agency’s terms and conditions, as contained in Appendix J, that 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 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 changed followed by the specific proposed alternate wording.

16. **Offeror Terms and Conditions**
Offerors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the agency.

17. **Contract Deviations**
Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Agency and the selected Offeror and shall not be deemed an opportunity to amend the Offerors proposal.

18. **Offeror Qualifications**
The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation committee will reject the proposal of any 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. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals fail to meet the same mandatory requirements and/or doing 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 representatives are not, in the opinion of the Agency, meeting its needs adequately.

21. **Notice**
The Procurement Code, §13-1-28 through §13-1-199 NMSA, imposes civil and misdemeanor 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 reserves the right to accept all or a portion of an Offerors proposal including the right to purchase software or services from State Purchasing approved price agreements.

23. **Right to Publish**
Throughout the duration of this procurement process and contract term, potential Offerors, 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 or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offerors proposal or termination of the contract.

24. **Ownership of Proposals**
All documents submitted in response to the RFP will become the property of the Agency and the State of New Mexico.

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) agree 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. (Section II.B.5, Response to Written Questions/RFP Amendments).

27. **Use of Electronic Versions of this RFP**
This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offerors possession and the version maintained by the SPA, the version maintained by the SPA shall govern.

28. **New Mexico Employees Health Coverage**

1. 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 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 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.

2. 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.

3. 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 http://www.nmhix.com/.
4. 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, $500,000 or $1,000,000.

29. **Campaign Contribution Form**
Offeror must complete and sign the Appendix H Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with the Offeror’s proposal whether an applicable contribution has been made or not.

30. **Pay Equity Initiative**
If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must agree to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) within thirty (30) calendar days of contract award. (Appendix I)

### B. PROCUREMENT PROCESS

1. **COPYRIGHT AND OWNERSHIP OF DOCUMENTS, PRODUCTS AND MATERIALS**

All materials developed or acquired by the entity awarded a contract under this RFP shall become the property of the State of New Mexico and shall be delivered to the DOH, in both printed and electronic formats, no later than the termination date of the contract. It is the responsibility of the contractor to provide electronic formats compatible with ERD computer and software systems. All such documents and/or products shall be indexed and placed in appropriately labeled format and delivered to ERD, upon request. Nothing produced, in whole or in part, by the entity awarded a contract shall be the subject of an application for copyright by or on behalf of the contractor. The DOH maintains the right to modify materials and/or to assign use of the materials as deemed appropriate. At the completion/termination of the contract all equipment purchased with funds allocated through this RFP will be returned to the DOH (within thirty days of termination of the contract).
2. **PRIME CONTRACTOR RESPONSIBILITIES**

The successful Offeror will be required to assume the responsibility for all activities offered in the proposal, whether the applicant conducts or subcontracts any of the scope of work. Joint vendors, subcontractors and other business combinations will be considered; however, the prime contractor must assume liability for the performance of subcontractors. Further, the DOH will consider the selected Offeror to be the sole point of contact with regard to the contract. The Offeror must, however, include in the proposal the extent to which any of the functions contained in the RFP would be performed under a subcontract along with the qualifications of the subcontractor to accomplish such work. The DEPARTMENT reserves the right to review contract status if key personnel change.

3. **MAINTENANCE OF RECORDS**

The successful Offeror must ensure that all materials and records used to carry out the scope of work specified in the RFP will remain available for five years and be readily accessible to ERD.

4. **PROCUREMENT CODE**

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

5. **CONFIDENTIALITY OF PROPOSALS**

Pursuant to Section 13-1-116, MNSA 1978 of the Procurement Code, the contents of any proposal are considered confidential and shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is considered ongoing until final approval of contract is signed by Department of Finance and Administration.

All proposals, documents pertaining to them and other submitted materials will be retained by the DOH, made part of the permanent record and be open to the public after contracts have been executed. All information submitted will be considered non-confidential unless otherwise labeled by the Offeror. Proposals may be reviewed and evaluated by any person at the discretion of the DOH.
6. **PLANNED SEQUENCE OF EVENTS**

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<th>Responsibility</th>
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<tr>
<td>1</td>
<td>Publication of Legal Notice</td>
<td>Department of Health</td>
<td>3/9/15</td>
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<td>2</td>
<td>Issuance of RFP</td>
<td>Department of Health</td>
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<td>3</td>
<td>Intent to Submit Letter</td>
<td>Offerors</td>
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<td>4</td>
<td>Pre-Proposal Offeror’s Conference</td>
<td>Department of Health/Offerors</td>
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<td>5</td>
<td>Submission of Proposal(s)</td>
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<td>6</td>
<td>Proposal Evaluation</td>
<td>Evaluation Committee</td>
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<td>7</td>
<td>Notification of Contract Awards</td>
<td>Department of Health</td>
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<td>Contract Negotiations</td>
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<td>10</td>
<td>Protest Deadline</td>
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<td>12</td>
<td>Fully Executed Contract</td>
<td>Contractors</td>
<td>7/31/15</td>
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7. **DOH DECISION**

The DOH will award contracts based on responses to the RFP. DOH reserves the right to reject any or all proposals received, and will review proposals based on weighted evaluation criteria. The DOH need not select the lowest cost proposal; proposals that are most advantageous to the agency and the public will be selected. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered.

The DOH will evaluate all proposals based on the weighted evaluation factors described in Section V. An evaluation panel will review all proposals and makes recommendations. The recommendations of the panel will be forwarded with comments to the Procurement Officer for approval or disapproval of contractor selection at the Division level. All contracts resulting from this Request for Proposals must be approved by the Department of Finance and Administration before becoming effective unless otherwise exempted from the provisions of the Procurement Code.
Offerors submitting proposals may be afforded an opportunity for discussion and revision of their proposals. Revisions may be permitted after submission of proposals prior to award for the purpose of obtaining the best and final offers. These discussions and revisions will be conducted according to guidelines set out in the New Mexico Procurement Code and appropriate DEPARTMENT OF HEALTH procedures.

8. **NOTIFICATION OF OUTCOME**

The DOH will notify each Offeror of the outcome of the Offeror’s own proposal. This written notification will occur as soon as practical, following the selection of a contractor(s).

9. **TERMS OF CONTRACT**

Once an award is offered and accepted, the DOH will prepare a contract that includes the work described in the proposal. Any Offeror receiving an award shall comply with all applicable federal and state laws, rules and regulations, as well as established DOH policies and procedures in providing services.

Copies of all contractual terms and conditions applicable to the procurement of these services are available for review at the office identified in the previous section of this Request for Proposals.

The Offeror shall maintain detailed records indicating date, time and nature of services rendered under any contract negotiated pursuant to this RFP. The records will be subject to inspection by the DOH, the New Mexico Department of Finance and Administration, and the State Auditor. The DOH shall have the right to audit billings both before and after payment and to contest any billing or portion thereof. Payment under an agreement between the DEPARTMENT and a Contractor shall not forfeit the right of the DEPARTMENT to recover excessive or illegal payments.

The Offeror must keep any confidential information provided to or developed in the performance of the scope of work detailed in this Request For Proposals confidential and such information shall not be made available to any individual or organization at any time without the prior written approval of the DOH.

The Offeror must abide by all Federal and State laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal
opportunity. Pursuant to all such laws, rules, regulations, and executive orders, the Offeror assures the DOH that no person in the State of New Mexico shall, on the grounds of race, color, national origin, gender, gender expression, sexual orientation, age, handicap or disability, or religion be excluded from employment with or participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity performed under a contract(s) entered into pursuant to this Request for Proposals. The Offeror must assure the DOH of compliance with the federal Health Insurance Portability and Accountability Act (HIPAA).

Should Offeror not meet the size requirement for reporting at contract award, but subsequently grows such that it meets or exceeds the size requirement for reporting, offer must provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award, but subsequently grows such that it meets or exceeds the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

10. EVALUATION

Note the following: Offerors are not required to have a line item in the budget or a description in the budget narrative designated for EVALUATION. However, as a grantee under this RFP, Offerors will be expected to cooperate in conducting a program evaluation for any the Service Provision Areas described above. The evaluation will be based on the information included in the Offeror’s corresponding Scope of Work document (Appendix E). Terms and conditions of the evaluation will be integrated into the contract with ERD. The ERD staff evaluator may modify the Scope of Work, Logic Model and Evaluation Plan information in order to align a Contractor’s work to meet the RFP’s goals.
IV. SPECIFIC PROPOSAL INSTRUCTIONS

A. REQUIRED FORMAT OF PROPOSAL

Requirements of Offerors

INTENT TO SUBMIT (Appendix A.1)

An “Intent to Submit” form is found in Appendix A.1. It may be faxed or mailed prior to the date stated in Section III, Part B.6 above. Please note: This form is required. ERD must be in possession of this form from all potential contractors by 2:00 PM MT on 3/16/15. Mailed, hand-delivered, and faxed forms are acceptable. The Intent to Submit should clearly describe which Service Provision Area you intend to submit responses to (please specify the name[s] of the Service Provision Area[s]). FAILURE TO SUBMIT THE INTENT TO SUBMIT FORM (APPENDIX A) WILL PRECLUDE YOU FROM RECEIVING ANY AMENDMENTS TO THE RFP, WHICH MAY ARISE DURING AND AFTER THE PRE-PROPOSAL CONFERENCE. THE INTENT TO SUBMIT FORM PROVIDES DOH-ERD-OIP CONTACT INFORMATION SO THAT POTENTIAL OFFERORS WILL RECEIVE ANY AMENDMENTS, AND THUS CAN RESPOND TO THE RFP ACCORDINGLY. ANY OFFEROR NOT SUBMITTING THE INTENT TO SUBMIT FORM, WHO IN FACT SUBMITS A PROPOSAL, MAY INCUR THE RISK OF HAVING THEIR SUBMISSION OUT OF COMPLIANCE WITH AMENDMENTS. PROPOSALS NOT INCOMPLIANCE WITH AMENDMENTS MAY BE DEEMED NON-RESPONSIVE, AND INELIGIBLE FOR FURTHER CONSIDERATION.

Offerors shall submit their proposal(s), as a separate response to each Service Provision Area, described in the applicable sections below. Any proposal lacking complete and accurate responses to the information required may jeopardize the competitiveness and responsiveness of the proposal.

Required Format and Organization of Proposals

The proposal must be completed according to instructions provided in this section. Failure to follow the required format may adversely affect the competitiveness of the proposal or cause the proposal to be rejected as non-responsive.

The ERD will not collate, merge, copy or otherwise manipulate or assemble Offeror’s proposals. It is the Offerors responsibility to ensure that all pages and appropriate documents are included and in the proper sequence.
Offerors must use binder clips to secure complete proposals together, and should be clearly marked as “Original” and Copies 1 through 6. Do NOT submit proposals in three-ring binders, or that are fastened by other means.

The Cover Sheets and all applicable sections of the Statement of Assurances must be completed and submitted as part of the proposal. The Statement of Assurances indicates intention of the Offeror to comply with State and Federal requirements. A person authorized to bind the Offeror must sign the statements of assurances.

All proposals must be typewritten on standard 8 ½” x 11” paper (larger paper is permissible for charts, spreadsheets, etc.), paginated and securely bound. Proposal submissions must use a 12 point font (standard font types only), single-spaced. There is no overall page limitation set for the entire proposal. ERD also strongly recommends that an Offeror’s attachments and documents appended by the Offeror organization be pertinent, reasonable and necessary.

The completed proposal consists of the following elements in this order:

1. Cover Sheet (Appendix A.2)
2. Table of Contents
3. Section I: Organizational Profile: clearly defining geographic area to be served, organizational history, current capacity, statement of nonprofit status, and cultural competency to serve named targeted populations, especially with programming for primary prevention
4. Section II: Concise responses to each enumerated point in the relevant section for each of the six Service Provision Areas for which the Offeror is submitting proposals; all elements must be addressed
5. Service Provision Area 6 (under Section V-II): Spectrum of Prevention levels currently implemented, and proposed plan to implement other levels of the Spectrum of Prevention not in operation at the time of the proposal submission (only applies to Primary Prevention Offerors)
6. Section III: Budget Form (separate, for each specific Service Provision Areas being proposed)
7. Section IV: Scope of Work (Appendix E) for each of the Services Provision Areas selected
8. Statement of Assurances (Appendix B)

9. Copy of Financial Statements (Appendix B)

10. Offeror Appendices and Attachments, to include:

   - 501(C)(3) IRS Determination Letter (Copy)
   - Three (3) Letters of Support/Letters of Understanding from collaborative partners
   - Other discretionary attachments such as maps of service area, and other items, which are pertinent, reasonable and necessary
   - Completed and signed RFP Appendix I (New Mexico Campaign Contribution Disclosure Form)
   - Any required list of references, or subcontractor lists of references as applicable.

B. SUBMISSION REQUIREMENTS

An Offeror must submit an original proposal and six (6) complete copies. This is to be mailed, couriered or hand delivered to:

Department of Health
Epidemiology and Response Division
P.O. Box 26110
1190 St. Francis Drive
Harold Runnels Building, Room N-1100
Santa Fe, NM 87502-6110
Attention: Beatrice Serna

The original proposal must contain original inked signatures and be marked “original” on cover page. The deadline to submit completed proposals is at 2:00 PM MT on 4/9/15. Proposals not received (in the possession of ERD) at the above-specified address by mail, messenger delivery service or hand-delivery on or before the specified deadline will not be considered. **ERD will NOT accept faxed proposals. If you are mailing the proposal along with the copies, you must ensure that it reaches ERD by the time indicated above.** Proposals postmarked before the deadline, but received after the deadline, will not be considered.

C. CONTACT FOR ADDITIONAL INFORMATION

For questions on program specific issues, please contact Beatrice Serna at (505) 476-3582, and the organization’s call/questions will be routed to the appropriate person.
D.  REQUESTS FOR PROPOSALS PRE-PROPOSAL CONFERENCE / RFP AMENDMENTS

The DOH will hold a Pre-Proposal Conference to review terms and procedures and to clarify material presented in this RFP on 3/20/15 at the Harold Runnels Auditorium located at 1190 SOUTH St. Francis Drive, Santa Fe, New Mexico, near the first floor north side entrance (Cordova Street parking lot). The conference will be held from 9:00 AM – 11:00 AM. Although attendance at the Pre-Proposal Conference is not required, attendance is strongly encouraged. If the DEPARTMENT decides to amend any part of this RFP, only those in attendance at the Pre-Proposal Conference, or those Offerors submitting an Intent to Submit letter (Appendix A) will receive written notice. Amendments may impact an Offeror’s ability to respond fully to this RFP. All Offerors are responsible for complying with any amendments. ALL PROPOSALS NOT RESPONSIVE TO AMENDMENTS MAY BE DEEMED NON-RESPONSIVE, AND INELIGIBLE FOR FURTHER CONSIDERATION.

The DEPARTMENT will provide in writing any amendments to this Request for Proposal to all known potential Offerors. An Offeror shall provide to the DOH written acknowledgement of the receipt of all such amendments on the form that will be provided. It is the responsibility of the Offeror to review and utilize the amendments in responding to the RFP.

V.  WEIGHTED EVALUATION FACTORS

An award shall be made to the responsible Offeror whose proposal is most advantageous to DOH, taking into consideration the evaluation factors set forth in the RFP. Performance under prior contracts, including state agency-generated evaluations of prior performance may be considered.

It is the responsibility of the Offeror to ensure that proposals submitted to the ERD provide sufficient information to describe the activities and expenditures to be supported by this proposal, and allow the ERD to make a complete evaluation of the proposal. The ERD will use the assigned weights specified to evaluate all factors of each proposed project/service.
SECTION V-I: ORGANIZATIONAL PERFORMANCE AND PROFILE
[20 points total]

Section I relates to the entire organization’s demonstrated capacity. In this section, describe the ability and experience of the Offeror to administer program services or project. In the response to Section I, Offerors must demonstrate their qualifications for ensuring successful and timely completion of all requirements as stated in the RFP. Required areas to be addressed in Section I include the following:

1. The Offeror’s mission, goals and vision;
2. The Offeror’s status as a 501(c)(3) nonprofit or governmental organization under applicable Internal Revenue Rules, and incorporated in the state of New Mexico. Proof of nonprofit status must be included, if applicable;
3. Evidence of experience with efforts similar to the one(s) proposed, and describing the types and quantities of services the Offeror currently provides and the capabilities possessed by the Offeror;
4. A discussion of successes and challenges in working with similar programs, projects and/or populations in the past;
5. An organizational chart of the proposed structure that supports the proposed service;
6. Indicators of who will be responsible for work on each specific program, and their qualifications (educational and/or work experience). The individual’s name and the current title of key personnel should be specified. Describe their competence and demonstrated ability to carry out the project or program;
7. References that may be contacted concerning previous (including most current) relevant experience;
8. When applicable, the current status of the agency’s external certification(s);
9. How the organization addresses and works to reduce health disparities through their work.

SECTION V-II: PROGRAM OR PROJECT DESCRIPTION [40 points total]

The Offeror must provide a response to ALL of the submission requirements for each Service Provision Area for which they apply. The proposal narrative is required to include specifics (as described below) that address the requirements, outcomes, activities and timelines stated in the RFP section. The purpose of Section II is to describe the approach and practices to be deployed by the Offeror, as well as the expected results and benefits.

Service Provision Area 1: Community-Based Rape Crisis Centers - the Offeror’s proposal, under this Section, must include documentation of the following proposed services and elements:
1. Demonstration of the Offeror’s capacity to provide rape crisis intervention and advocacy services 24 hours a day, seven days a week for survivors of sexual violence (and their families), including provision of acute, short-term care for a minimum of 50 people in crisis who present at the Offeror’s organization, or at various locations within its system;

2. Demonstration of the Offeror’s capacity to provide professional, confidential, individual and group therapy to survivors of sexual assault, their families and loved ones;

3. Demonstration of Offeror’s capacity to provide support and advocacy for assault survivors who are involved in the legal and judicial systems by providing an advocate during the initial police reporting, formal investigation, grand jury hearings, at trials, and during sentencing. Offeror will not provide legal representation to the individuals described;

4. Demonstration of Offeror’s knowledge and skills necessary to address issues specific to populations with disproportionately high rates of sexual assault (Appendix D);

5. A Scope of Work Sheet (Appendix E.1): which details goals, process and outcome objectives using the S.M.A.R.T. objectives format, and a timed list of the project’s major milestones (Appendix E contains an explanation of S.M.A.R.T. objectives), and a narrative (attached to the Scope of Work) describing the evaluation plan the Offeror intends to use to determine if goals, objectives and milestones are being met;


**Service Provision Area 2: Children and Adolescents Sexual Assault/Abuse Exam Services** - the Offeror’s proposal under this Section must include documentation of the following proposed services and elements:

1. The Offeror’s range of services for children and adolescents who have been sexually assaulted/abused including clinical, psychological, after-care and other services;

2. A key staffing plan, the number of FTEs devoted to the overall program, and brief (one paragraph) biographies of the proposed staff;

3. The Offeror’s plan to collaborate with ERD, community agencies, law enforcement agencies/district attorney’s office/judiciary, and other governmental/non-governmental entities;

4. The Offeror’s plan to provide professional-level, community-based education for its various constituents;

5. A Scope of Work Sheet (Appendix E.2): which details goals, process and outcome objectives using the S.M.A.R.T. objectives format, and a timed list of the project’s major milestones (Appendix E contains an explanation of S.M.A.R.T. objectives); and a narrative (attached to the Scope of Work) describing the evaluation plan the Offeror intends to use to determine if goals, objectives and milestones are being met;

Service Provision Area 3: Sexual Assault and Violence Statewide Infrastructure - the Offeror’s proposal, under this Section, must include documentation of the four components, listed below, along with subcomponent services and elements indicated. It must also include a Scope of Work Form (Appendix E.3) and a logic model.

1. Four Components Elements Comprising a Complete Infrastructure:

   I. Component 1: SANE Program Services Coordination and Trainings

      a. Provision of medical care for victims with clear linkage to social work and/or advocates: include the number of rape kits the Offeror anticipates will be needed for a one year period, a description of the protocols and processes to be deployed to move victims from one stage of the intervention to the next, and how those distinct phases will interact;

      b. Collaboration among other community partners, medical providers, social service organizations, and law enforcement groups. Please provide a minimum of three letters of collaboration from community partners. These should be included in Offerors Appendix Section (SECTION IV – SPECIFIC PROPOSAL INSTRUCTIONS, ITEM A - 10);

      c. Conducting site visits to collaborative partner/facilities: please describe the criteria you will use to ensure, especially if you are a statewide or regionally-based provider, continuity of services at locations you have selected to implement the proposed programs, the evaluation plan for conducting site visits, the protocol for documenting “lessons learned” from these visits, and the expected number of programs that will be visited each year of the contract;

      d. Provision of statewide or regional SANE recurring trainings and updates: indicate the frequency and nature of the statewide or regional recurring trainings you will provide to SANE service providers;

      e. Inclusion of national best practice models: describe what evidence-based, or best practice models the Offeror has integrated into its program operations, and what activities the Offeror would benefit from having integrated;

      f. Demonstration of continuous service provision and accessibility: include how victims may access the organization’s proposed services, how confidentiality is maintained, and how they may receive services at all times; and

      g. Outreach to priority populations (Appendix D): describe the Offeror’s plans to reach members of the community who may not seek the organization’s proposed services due to stigmatization, fear of retribution, historical trauma, or other identified barriers to service access. Identify the barriers to accessing services, and describe a plan to
overcome or circumvent the identified barriers, and how the Offeror will reach these communities.

II. Component 2: Provision of Community Resources-

a. Provision of business hour-answered, toll-free, general information telephone access from anywhere in New Mexico;
b. Maintenance of sexual assault and violence prevention document library housing updated, national research materials, literature, and audio/visual presentations. Demonstration of how the library may be readily accessed by the public, how information can be made available to them through the provision of copies, and how SANE programs are made aware of new resources should be included; and
c. Provision of referral information to local community resources and SANE programs.

III. Component 3: Provision of Annual Conferences/Meetings, Trainings and Technical Assistance-

a. Conducting an annual statewide or regional conference: describe the plans to conduct an annual conference including how the Offeror plans to draw a wide representation of individuals who are involved in sexual assault and violence prevention, as well as members of the community, and what efforts Offeror will make to ensure that key stakeholders across the state, or across the Offeror’s region, will be able to attend;
b. Provision of trainings including modules addressing anti-oppression and cultural competency as it pertains to sexual violence, which specifically address issues specific to priority populations (Appendix D), to the following groups:
   ▪ Law enforcement and members of the judiciary;
   ▪ Rape crisis centers and service providers;
   ▪ Mental health providers; and
   ▪ Schools (administrators, faculty), faith-based organizations, key community stakeholders, and communities in general.
   Describe how the Offeror will tailor trainings to each of these groups listed. Note: trainings for law enforcement, rape crisis centers, and mental health providers must be separate and unique. Mixed audience trainings for these three groups are not in compliance with this RFP; and
c. Provision of technical assistance to regional and community partners, which may include understanding evidence-based approaches (e.g. Spectrum of Prevention), best practice models, and other technical assistance needs as indicated by regional and community partners.
IV. Component 4: Connection to Regional Partners and Programming

a. A clear definition of the geographic sectors to be served: include justification for the selection of that geographic sector supported by data, priority population description, and other key elements for the Offeror’s decision; identify locations where the Offeror would conduct services, and the oversight mechanisms the Offeror would deploy in order to assure continuity of services, and service delivery; and

b. Implementation of services in both urban and/or rural settings including tribal communities: describe any differences in providing proposed services the Offeror expects to encounter given population locations; describe how the Offeror will work with other organizations that may lend their expertise in serving rural populations, or tribal communities; and/or experience working in higher density population areas;

2. A Scope of Work Sheet (Appendix E.3): which details goals, process and outcome objectives using the S.M.A.R.T. objectives format, and a timed list of the project’s major milestones (Appendix E contains an explanation of S.M.A.R.T. objectives); and a narrative (attached to the Scope of Work) describing the evaluation plan the Offeror intends to use to determine if goals, objectives and milestones are being met;

3. A Logic Model (Appendix L – Sample Logic Model).

Service Provision Area 4: Surveillance for Sexual Violence and Assault - the Offeror’s proposal, under this Section, must document the following proposed services and elements:

1. A description of how the Offeror will collect and compile data that contributes to a better understanding of the burden of sexual and domestic violence in New Mexico, and enter and analyze data from participating agencies (e.g. law enforcement, SANE programs, shelters, and the judicial system);
2. A description of how the Offeror will provide technical assistance to participating agencies regarding data collection instruments, and efficient submission of data;
3. A description of how the Offeror will produce an updated version of an annual analytical report describing the burden of sexual assault in New Mexico and provide printing for reports;
4. A description of how the Offeror will provide recommendations to improve surveillance for sexual assault in New Mexico to better reflect the burden;
5. A plan to provide quarterly reports for Service Provision Area 4 to ERD;
6. A Scope of Work Sheet (Appendix E.4): which details goals, process and outcome objectives using the S.M.A.R.T. objectives format, and a timed list of the project’s major milestones (Appendix E contains an explanation of S.M.A.R.T. objectives); and a
narrative (attached to the Scope of Work) describing the evaluation plan the Offeror intends to use to determine if goals, objectives and milestones are being met;


**Service Provision Area 5: Specialized training for professionals (therapists, child welfare workers, law enforcement professionals, etc.) who serve survivors of sexual violence from high-risk populations or who interact with perpetrators; and for caregivers of children with disabilities** - the Offeror’s proposal, under this Section, must document the following proposed services and elements:

1. The number of therapists who will receive first-time training and certification to provide care for perpetrators, including sexually abusive youth, the frequency of the training, and any recurring or updated trainings the Offeror plans on conducting;
2. The number of mental health providers, child welfare workers and/or law enforcement participants who will receive training and/or certification in trauma-informed approaches to identification and treatment of high-risk populations who have been victims of sexual assault/abuse. Offerors that propose training intended to reduce violence and its sequelae in four identified priority populations (Appendix D) will be given preference;
3. The number of parents or caregivers for children and adolescents with disabilities who will receive training, the frequency and duration of the training, and any follow-up services or training the Offeror plans to conduct;
4. Identification of a nationally recognized training program to provide best practice therapeutic interventions to perpetrators, including sexually reactive youth. Justification for the selection, including its evidence-based, best practice characteristics, should be included;
5. Identification of nationally-recognized training programs in trauma-informed care for survivors of sexual violence; programs which address particular risk populations are optimal. Justification for the program’s selection, as well as its evidence-based, best practice characteristics, should be included;
6. Identification of proposed linkages from juvenile justice or other care systems to community-based therapeutic settings, including a description of the referral process, accessibility to community-based services, and any challenges/barriers and a description of the Offeror’s plans to overcome/circumvent them;
7. If the Offeror does not directly provide the training and certification, a description explaining how it will collaborate with organizations that do provide direct training and certification. **Please note: a Letter of Support acknowledging the partnership, that includes the collaborating organization's qualifications and experience, must be included in the Offeror's Appendices;**

8. The Offeror must indicate its plan to provide documentation of the training (e.g., training locations, frequency, and issuance of certification), as well as track those who successfully complete the initial training recurring training(s) attendance.

9. A **Scope of Work Sheet** (Appendix E.5): which details goals, process and outcome objectives using the S.M.A.R.T. objectives format, and a timed list of the project’s major milestones (Appendix E contains an explanation of S.M.A.R.T. objectives); and a narrative (attached to the Scope of Work) describing the evaluation plan the Offeror intends to use to determine if goals, objectives and milestones are being met;

10. A **Logic Model** detailing how the planned activities will result in a decrease in rates of sexual assault (Appendix L – Sample Logic Model).

**Service Provision Area 6: Sexual Violence and Assault Primary Prevention:** the Offeror’s proposal, under this Section, must include documentation of the following proposed services and elements:

1. Identification of the Offeror’s capacity to provide primary prevention services including, but not limited to:
   - Knowledge/understanding of primary prevention activities/strategies (as opposed to secondary, tertiary and intervention strategies);
   - The Offeror’s history in providing these services;
   - Detailed description of the Offeror’s current capacities to provide these services, with identification of gaps in service provision and staffing needs;
   - Current cultural capacity to provide services to disparate groups of people in the Offeror’s community or region. Preference will be given to any Offeror whose program description focuses upon provision of services to Black/African American, American Indian/Alaska Native (AIAN), Immigrant, People Living with Disabilities, and LGBTQ communities. If the Offeror is proposing to provide primary prevention services to one of these communities, the Offeror must be able to clearly demonstrate the organization’s history, competency, and current capacity to serve these communities;
   - Evidence of community partnerships that will enable the Offeror to reach the intended audience;
2. A description of how the primary prevention program will address one or more of New Mexico’s Priority Risk and Protective Factors for Sexual Violence (Appendix M.) Programs intended to reach a general audience should focus on decreasing risk factors and increasing protective factors to prevent perpetration of sexual violence. For example, a program designed to decrease rape myth acceptance by providing athletes skills and knowledge to both understand and communicate consent would fit into this category. In general, programs designed to decrease risk factors and increase protective factors to prevent victimization from sexual violence – for example, programs whose sole activity is self-defense education - will not be funded under this RFP. However, in recognition of disparities experienced by members of four identified priority populations (Black/African American, American Indian/Alaska Native (AIAN), Immigrant, People Living with Disabilities, and LGBTQ), programs that focus on increasing protective factors for victimization of sexual violence among members of these communities will be considered;

3. An explanation of how the program will impact multiple levels of the spectrum of prevention. Programs that provide education to individuals represent the first level of the spectrum of prevention (Appendix C) and can be part of a comprehensive prevention plan. Successful Offerors will propose programs that also include components with an impact at other levels of the spectrum of prevention. For example, an educational program for students may also include a component that educates teachers, attempt to change community norms through a social media campaign, and mobilizes young people to advocate for a change in policy that will create a safe, violence-free environment. Offerors proposing to work on organizational policy as a part of their comprehensive primary prevention strategy must respond to Section 6, Item 9, below.

4. A discussion of the evidence, practice, or research base that informs the proposed project. Preference will be given to projects that have been evaluated and have shown to decrease risk factors and increase protective factors for sexual violence prevention (Appendix M). However, ERD recognizes that organizations have created and adapted programs to reflect and honor the diversity of New Mexico communities, and that these programs may not yet have an established evidence base. Offerors who propose to continue an existing primary prevention program that does not have a published evidence base should describe evidence of the program’s past successes, which can include formal evaluation results or practice-based, qualitative evidence, such as open-ended positive
feedback from community members. During FY16, ERD will assist successful Offerors with program evaluation activities that will inform decisions to continue the program in FY17-FY19. Successful Offerors will collaborate with the ERD evaluator to collect necessary data throughout FY16. Preference will be given to Offerors whose programs aim to promote healthy relationships, increase bystander intervention, teach healthy models of masculinity, empower members of priority populations, and/or decrease gender stereotyping. Offerors who do not wish to continue an already existing primary prevention program may propose to implement a program with an established evidence base in one of the following categories: dating violence prevention (e.g. “Safe Dates”), bystander intervention (e.g. “Green Dot”), or healthy masculinity (e.g. “Coaching Boys Into Men”). Offerors who select this option will be provided with training and materials necessary to implement the selected program during FY2016-FY2019;

5. A description of the ways in which Offeror’s planned activities will reduce health disparities among ERD-identified priority populations (Appendix D). Provide evidence of partnerships with individuals or organizations representing these populations, and explain how these partnerships will inform your program. If programs will educate youth, explain how the Offeror will engage youth in the planning, implementation, and evaluation of program activities. Successful Offerors focusing on violence prevention in the general population will also be expected to authentically engage members of priority populations throughout the course of their contracts. Technical assistance will be available to accomplish this goal;

6. A description of the community in which the Offeror proposes to work, to include Offeror’s experiences working with community members to reduce rates of sexual assault. Include discussion of past successes and challenges in addressing sexual violence;

7. A Scope of Work Sheet (Appendix E.6): which details goals, process and outcome objectives using the S.M.A.R.T. objectives format, and a timeline of the project’s major milestones (Appendix E contains an explanation of S.M.A.R.T. objectives);


9. (OPTIONAL) Offerors may propose, under this service area, a plan to identify and influence existing organizational policies, procedures, and practices that help or hinder environments that are safe and free from sexual harassment and assault. Examples of environments include, but are not limited to, schools, workplaces, churches, homeless shelters, and athletic associations. An Offeror’s plan should include the identification of model policies shown to reduce violence, the provision of education to organizational
decision-makers about these policies, and a plan to work with communities to create culturally relevant policies and procedures that foster safe environments for all individuals. Examples include, but are not limited to, comprehensive anti-harassment policies, policies that reduce alcohol density in neighborhoods with high rates of violence, and school policies that incorporate healthy sexuality and anti-violence efforts into health curricula. Offerors proposing to work in this area should include the following components in their proposal:

- Knowledge/understanding of organizational policies and procedures shown to reduce violence in general, and sexual violence in particular;
- The Offeror’s history of working on organizational policy change;
- Detailed description of the Offeror’s current capacities to work on policy change, including an explanation of who within the organization will do so;
- Demonstration of community partnerships that will facilitate creation, adoption, and evaluation of proposed policy;
- The Offeror’s plan to engage members of the community as well as members of the organization that the policy will impact. Include information about the types of engagement activities that will involve community members in early stages of the policy development, and that will ensure the support necessary for the policy to be adopted;
- A description of the specific environment(s) that the proposed policies or procedures aims to impact, including an assessment of policies already in place that impact sexual harassment and sexual assault in that environment.
- A description of the policy or procedure to be developed or modified, including examples of model policies in place in other communities. Describe how this change will reduce sexual violence in the community as a whole as well as how it will reduce sexual violence among priority populations (Appendix D). Examples of policies shown to reduce violence include comprehensive anti-harassment policies in schools and policies to reduce alcohol outlet density.
- A plan detailing how the Offeror will work with community partners, coalitions and media outlets to promote the Offeror’s initiatives. Briefly describe the plan for doing permitted advocacy activities.

All activities must adhere to the most current CDC Anti-Lobbying provisions, which can be found here [http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf](http://www.cdc.gov/od/pgo/funding/grants/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf);

During FY16, all successful Offerors responding to Service Area 6 must complete a community readiness assessment. The purpose of the community readiness assessment is to assess the
readiness of the Offeror’s intervention community to address the root causes of sexual violence through an anti-oppression framework (Appendix N). All tools and technical assistance necessary to complete the community readiness assessment will be provided by ERD and the University of New Mexico Prevention Research Center. Existing high levels of community readiness are not a prerequisite for funding. Communities with low levels of readiness to address sexual violence through an anti-oppression framework will receive technical assistance to increase community readiness during the project period. A project timeline for successful primary prevention Offerors appears below.

<table>
<thead>
<tr>
<th>Year</th>
<th>July 2015 - June 2016</th>
<th>FY2016</th>
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<tr>
<td></td>
<td>Participate in 2.5-day anti-oppression training in Albuquerque (see below)</td>
<td>Complete community readiness assessment, in collaboration with the University of New Mexico Prevention Research Center</td>
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<tr>
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<td></td>
<td>Deliver primary prevention programming proposed in RFP</td>
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<td>Evaluate primary prevention programming, in collaboration with DOH staff evaluator</td>
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<tr>
<td></td>
<td></td>
<td>Select primary prevention programming for FY2017-FY2019, in collaboration with TA provider and DOH program coordinator</td>
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<tr>
<td></td>
<td></td>
<td>Engage with members of priority populations</td>
</tr>
<tr>
<td>FY2017</td>
<td>July 2016 - June 2017</td>
<td>FY2017</td>
</tr>
<tr>
<td></td>
<td>Participate in prevention training provided by DOH and TA provider</td>
<td>Engage with members of priority populations</td>
</tr>
<tr>
<td>FY2018</td>
<td>July 2017 - June 2018</td>
<td>FY2018</td>
</tr>
<tr>
<td></td>
<td>Deliver primary prevention programming selected through collaboration with DOH and TA provider</td>
<td>Deliver primary prevention programming selected through collaboration with DOH and TA provider</td>
</tr>
<tr>
<td>FY2019</td>
<td>July 2018 - June 2019</td>
<td>FY2019</td>
</tr>
<tr>
<td></td>
<td>Evaluate primary prevention programming, in collaboration with DOH staff evaluator</td>
<td>Evaluate primary prevention programming, in collaboration with DOH staff evaluator</td>
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<tr>
<td></td>
<td></td>
<td>Participate in DOH-ERD-OIP strategic communications plan, with guidance from DOH and TA provider</td>
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</table>

During FY16, all successful Offerors must complete a 2.5-day anti-oppression training in Albuquerque. ERD recognizes that sexual violence is rooted in oppressions including sexism, ageism, racism, hetero-sexism, and ableism that victims of sexual violence often experience
more of these oppressions simultaneously, and that understanding the intersections of oppression is critical in developing prevention approaches that are guided and informed by diverse people. For this reason, ERD is committed to working from an anti-oppression framework (Appendix N) as a guiding principle for sexual violence prevention throughout New Mexico, and will provide training to successful Offerors to help them to root their activities in this framework.

SECTION V-III: BUDGET [15 points total]

The Offeror must complete a budget form (Appendix G) for each Service Provision Area for which the Offeror is seeking funding. The Offeror should state a complete list specifying services.

Include New Mexico gross receipts taxes in the project budget when applicable. If the total compensation included in the proposal exceeds $20,000, excluding gross receipts tax, the Offeror must submit its most recent financial statement and audit report. If the Offeror cannot meet this requirement, an explanation and a plan of action may be acceptable.

Proposed subcontractors and other business associations to be used by the Offeror in performance of the Scope of Work shall be identified. The prime contractor shall be liable for the contractual performance of any sub-contractor. Proposals need not have pre-selected subcontractors.

If there will be local financial or in-kind support, the Offeror is encouraged to describe the amount and type of local community commitments and contributions that will supplement the funding of this project. Provide documentation through letters of interest, which commit these services and/or funds to the project. Local contributions may be in cash or in-kind services.

Offerors should show a balance between quality of service and cost effectiveness, including reasonableness of costs for services, products and/or outcomes provided. Offerors with a prior-year contract for the same or similar services must explain/justify the reasons for any changes/increases to the prior-year budget. The narrative must specify the full percentage of the budget that will be attributed to overhead costs, including but not limited to administrative fees, rent, phone/fax, mailing, travel and copy work, and a justification of the reasonableness of the overhead percentage. The Offeror must also describe the proposed staffing to be funded in support of this proposal, the amount of time to be devoted to the project, the rate of pay for each position and indicate how these new positions fit into the organizational chart.
**Budget Forms**

For each program or project proposed in Section II, complete the information on the applicable Budget Forms (Appendix G). **OFFERORS MUST COMPLETE A BUDGET FOR THE TWELVE MONTH PERIOD (JULY 1, 2015 TO JUNE 30, 2016).**

Offerors may include other supporting documentation as needed.

**SECTION V – IV: SCOPE OF WORK FORMS (APPENDIX E) [25 points total]**

Offerors must complete the appropriate Scope of Work form for each Service Provision area they are interested in pursuing. Instructions for completing the Scope of Work Form are found in Appendix E. The Scope of Work becomes the basis for the program’s evaluation, and may be used to determine various program aspects including efficacy, viability and sustainability. If the project has multiple activities then an appropriate Scope of Work form that adheres to the format described should be included for each activity. S.M.A.R.T. objectives (Appendix E) must be used in describing outcome and process objectives.

**SUMMARY OF WEIGHTED EVALUATION FACTORS**

The ERD will consider timely receipt and completeness of all attachments submitted with the Offeror’s proposal. Clarity, conciseness, and specificity of the attachments will be considered in the scoring for the specific section to which they relate. The degree to which the proposal is responsive to all sections of the Request for Proposals will also be scored. Sufficient information must be presented for the ERD to conduct a complete evaluation of the proposal.

Preference may be given to Offerors who show:

- A balance between quality of service, cost effectiveness, and service to the maximum number of individuals;
- A plan to involve individuals served in the planning and evaluation of activities;
- Capacity to serve and involve members of underserved or vulnerable populations, including, but not limited to, the Black/African American, American Indian/Alaska Native (AIAN), People with Disabilities, Immigrant, and LGBTQ communities.

**EVALUATION CRITERIA CHECK-LIST:**

In order to help potential Offerors submit eligible responses to this RFP, ERD has developed the following check-list tool to assist response preparers. These same points will form the basis for the evaluator’s review of all eligible proposals. Please consider the following when preparing the response to this RFP:

1.
2. **Timeliness, Adherence to Requested Formats, Overall Presentation:**

- Typewritten using 12-Point standard font types only, on 8.5” x 11” paper for all narrative text
- Proposal assembled in exact order as described under Section IV.B
- Provision of required appendices (including 501(c)(3) determination letter, and three letters of support/agreement, and RFP Appendices I,J,K)
- One binder clipped “Original” response (with original signatures on all documents), and SIX complete binder clipped copies marked accordingly
- All required original and copies received by ERD by no later than 4/9/15 @ 2:00 PM MT (must be in ERD’s possession – faxes will not be accepted)
- Overall proposal organization, adherence to all requests stated in RFP, and other presentation factors

3. **Weighted Evaluation Factors:**

   A. **Section I: Organizational Performance and Profile (20 Points)**

   - Offeror presented responses to all enumerated points under Section I
   - Offeror presented clear, concise examples, an easy to follow organizational chart, key staff descriptions and other materials in support of their organizational capacity
   - Offeror demonstrates expertise, history and cultural competency in service provision for underserved communities, and targeted communities as described in RFP

   B. **Section II: Program or Project Description (40 Points)**

   - **Service Provision Area 1: Community-Based Rape Crisis Centers:**
     - Offeror presented responses to all enumerated points under the applicable component of Section V-II
     - Offeror completed the applicable Scope of Worksheet(s) with clear goals and outcome/process objectives using the S.M.A.R.T. format and a one-page narrative describing evaluation plan
     - Offeror completed a Logic Model pursuant to the sample logic model provided

   - **Service Provision Area 2: Children and Adolescent Sexual Assault/Abuse Exam Services:**
     - Offeror presented responses to all enumerated points under the applicable component of Section V-II
     - Offeror completed the applicable Scope of Worksheet(s) with clear goals and outcome/process objectives using the S.M.A.R.T. format and a one-page narrative describing evaluation plan
     - Offeror completed a Logic Model pursuant to the sample logic model provided

   - **Service Provision Area 3: Sexual Assault and Violence Statewide Infrastructure Including Rape Crisis Services:**
     - Offeror presented responses to four components and all enumerated points under these applicable components of Section V-II
     - Offeror completed the applicable Scope of Worksheet(s) with clear goals and outcome/process objectives using the S.M.A.R.T. format and a one-page narrative describing evaluation plan
     - Offeror completed a Logic Model pursuant to the sample logic model provided

   - **Service Provision Area 4: Surveillance for Sexual Violence and Assault:**
     - Offeror presented responses to all enumerated points under the applicable component of Section V-II
     - Offeror demonstrated capacity to maintain Central Repository, and to produce the annual analytical report.
     - Offeror demonstrated ability to enter into subcontracts with designated county based sexual violence prevention agency and included letters of support or memorandum of understanding in the Appendix section

42
Offeror demonstrated provisioning of quarterly reports for Service Provision Area 4 activities.
Offeror completed the applicable Scope of Worksheet(s) with clear goals and outcome/process objectives using the S.M.A.R.T. format and a one-page narrative describing evaluation plan
Offeror completed a Logic Model pursuant to the sample logic model provided

- **Service Provision Area 5: Treatment Certification for Therapists to Provide Care for Sexually Abusive Youth:**
  - Offeror presented responses to all enumerated points under the applicable component of Section V-II
  - Offeror completed the applicable Scope of Worksheet(s) with clear goals and outcome/process objectives using the S.M.A.R.T. format and a one-page narrative describing evaluation plan
  - Offeror completed a Logic Model pursuant to the sample logic model provided

- **Service Provision Area 6: Sexual Assault and Violence Primary Prevention**
  - Offeror presented responses to all enumerated points under the applicable component of Section V-II
  - Offeror demonstrated use of Spectrum of Prevention in developing their program(s) including assessment of elements already in place, and a description of their plan to implement those elements not currently in operation
  - Offeror demonstrated knowledge/understanding of primary prevention activities/strategies and integrated them into the levels of the Spectrum of Prevention approach
  - Offeror demonstrated expertise, and cultural competency in service disparate groups of people, and especially with the Black/African American, American Indian/Alaska Native (AIAN), People with Disabilities, Immigrant, or LGBTQ communities
  - Offeror completed the applicable Scope of Worksheet(s) with clear goals and outcome/process objectives using the S.M.A.R.T. format and a one-page narrative describing evaluation plan
  - Offeror completed a Logic Model pursuant to the sample logic model provided

**C. Section III: Budget (15 Points)**
- Offeror completed budget form (Appendix G) for the 12 month period (July 1, 2015 to June 30, 2016)
- Offeror identified subcontractors and the amount of funding to be allocated to each subcontractor
- Offeror demonstrates a balance between quality of service and cost effectiveness, including reasonableness of cost for services
- Offeror provided adequate narrative statements justifying the expenditure listed on the budget form

**D. Section IV: Scope of Work (Appendix E) (25 Points)**
- Scope of Work form completed for each Service Provision Area in which Offeror is applying for funding
- Scope of Work form has clear, concise stated goals relevant to the Service Provision area in which the Offeror is applying for funding
- Scope of Work form has both outcome and process objectives using the S.M.A.R.T. format
- Scope of Work form includes at least three activities/milestones to demonstrate Offeror’s progress in reaching objectives
- Scope of Work form included the one page evaluation plan

**4. Appendices:**
- Offeror provided all required RFP appendices as indicated
- Offeror included 501(c)(3) letter of determination
- Offeror included a minimum of three (3) letters of support/agreement from community collaborators
- Completed and signed New Mexico Campaign Contribution Disclosure Form (Appendix I)
✓ Offeror included additional appendices that are pertinent, reasonable and necessary
✓ Offeror provided references and subcontractor references per Service Provision Area 3 and Area 5 as indicated

Note: the criteria listed above are baseline criteria for all Offerors. ERD reserves the right of the evaluators to determine other criteria for selecting which Offeror’s proposals have merit beyond the technical requirements listed. Evaluators may determine criteria for further proposal review at the start of their process, and may not announce that criteria prior to beginning their process.

VI. OPERATIONAL DEFINITIONS

BUDGET PERIOD: Increments of funding of the project, usually six or twelve months.

CONTRACT BUDGET: The financial expenditure plan approved by the Epidemiology and Response Division (ERD), which carries out the purposes of the project. Such budget may be composed of only the funds, which will be paid by the DIVISION.

CONTRACTOR: An organization, which receives a contract and assumes legal and financial responsibility and accountability for the awarded funds and for the performance of the services, which are to be provided.

DFA: New Mexico Department of Finance and Administration

DIRECT COSTS: Costs that can be identified specifically with a particular cost objective.

DEPARTMENT: New Mexico Department of Health.

DIVISION: Epidemiology and Response Division (ERD) of the New Mexico Department of Health.

NON-PROFIT CORPORATION: An organization which can provide satisfactory evidence of exemption from requirements from payment of federal income tax pursuant to Section 501 (c)(3) of the Internal Revenue Act.

PRIOR APPROVAL: Written permission provided by an authorized official of the Division in advance of the performance of an act.

PROGRAM: A set of similar activities grouped together under a single administrative function to provide direct services to individuals. Occasionally used as a reference to the entire set of activities provided by a single agency or organization.
**PROJECT:** a set of similar activities or expectations grouped under a desired outcome; generally, of limited duration based on time or on end product.

**SERVICE SITES:** Those locations at which services will be provided as the result of a proposed contract.

**SUBCONTRACT:** An agreement whereby a Contractor transfers money to an organization or individual by a contractual agreement to acquire direct services or execution of the scope of work from a third party.

**UNITS:** program services funded in the form of discrete amounts of time; e.g. an hour, or other increments and differentiated from each other by specific service requirements or standards.
APPENDIX A.1

Appendix A.1: Intent to Submit Letter

Department of Health
Epidemiology and Response Division

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<th>Name of Offeror:</th>
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<th>Address of Offeror:</th>
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<th>Contact Person:</th>
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Please Print or Type Name

Telephone # ____________________________

Fax # ____________________________ E-mail Address ____________________________

Signature/Title

| ____________________________ |
Date: ________________________________

Please indicate Service Provision Area(s) for which the Offeror intends to submit a response:

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

Please mail, hand deliver or fax this intent to submit form by **3/16/15, at 2:00 PM MT.**

Department of Health/Epidemiology and Response Division

Attention: Beatrice Serna

1190 St. Francis Drive, Santa Fe, New Mexico 87502

Phone: (505) 476-3582 Fax: (505) 827-0013

**PLEASE NOTE: This form is required.**
APPENDIX A.2

Cover Sheet for Proposal (Appendix A.2)

Proposal #: ____________
(For DOH Use Only)
Department of Health
Epidemiology and Response Division
Office of Injury Prevention
Harold Runnels Building
1190 St. Francis Drive
P.O. Box 26110
Santa Fe, New Mexico 87502-6110

<table>
<thead>
<tr>
<th>Offeror (Agency)-PLEASE TYPE:</th>
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<td>Address:</td>
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**Contact person for proposal, if different from Project Director:**

**DOH funding request for State Fiscal Year 2016 (July 1, 2015 – June 30, 2016):**

$__________________

The Offeror certified that, to the best of his/her knowledge and belief, the data in this proposal is true and correct.

**Name of Authorized Official-PRINT:**

**Signature of Authorized Official:**

**Date:**
APPENDIX B

Statement of Assurances

Department of Health/Epidemiology and Response Division

This form must be completed and signed by the Offeror and required documentation must be returned with the proposal.

A. Corporate (not applicable if an Offeror is not incorporated)
   a. Copy of agency Articles of Incorporation, as approved by New Mexico Public Regulations Commission.
   b. Copy of agency by-laws.
   c. Copy of agency Annual Corporate Report, as filed with the New Mexico Public Regulations Commission for all agencies who have completed one (1) year of fiscal operation.

B. Financial Status
   A proposal can be rejected if, after review of the documents submitted under this section, the Department determines an Offeror is not fiscally sound.
   b. Audited financial statements for the three most current years including the independent auditor’s Summary of Findings (Management Letter).
   c. Copy of proof of registration with the New Mexico Taxation and Revenue Department for the payment of gross receipts tax or proof of grant of an exemption from payment of federal income tax pursuant to the Internal Revenue Code of 1954, 26 U.S.C. Section 501 (c)(3).

C. Licensing and Certification
   a. If the Offeror agency operates a licensed health facility or facilities, attach a current copy of certificate(s).
   b. State of licensing requirements that has been met or is in process.
   c. The agency agrees to hire, employ, and subcontract with only licensed and/or certified personnel for the provision of all services that require such licensure and/or certification.

D. Board of Directors
   a. A list of all current members of the agency Board of Directors to include:
      i. Name and Title
      ii. Address
iii. Date of Term on Board
iv. Occupation
v. Service Provider Consumer/Client – please indicate the number of people holding positions on the organization Board of Directors who receive direct services from the organization. Please do NOT identify those individuals on the organization Board of Directors who are in fact receiving services, just the number of those who are receiving, or have received services.

E. Compliance with Federal and State Regulations
The following State of New Mexico Regulations are contained in the New Mexico Administrative Code (NMAC), which can be accessed electronically in some libraries, at the State Records Center and Archives, on the World Wide Web at LEXIS Law Publishing at http://lexislawpublishing.com, and via LEXIS-NEXIS at http://www.lexis-nexis.com (note this is a subscription service and not a free online service). If you don’t find what you’re looking for, contact the

State Rules Division/State Records Center and Archives
1205 Camino Carlos Rey
Santa Fe, New Mexico 87505
Phone: 505-476-7907
Fax: 505-476-7910

a. The agency agrees to comply with all federal and state legal requirements which apply to the services being provided.

I certify that the information provided throughout this proposal to the Department of Health is true and correct, and I fully assure compliance with all the requirements cited above.

-----------------------------------------------------------------------------------
Authorized Signature of Agency Director          Date
Comprehensive Primary Prevention Strategies

Comprehensive Primary Injury Prevention Strategies should:

- be evidence-based;
- be theory-based (including Spectrum of Prevention);
- address multiple levels of the Spectrum of Prevention.

A strategy describes how you are going to get things done. Good strategies take into account existing barriers and resources (people, money, power, materials, etc.). The strategy should align with the overall vision, mission, and objectives of the program. Activities or interventions are specific actions that focus on changes that support those behaviors you want individuals and/or society to change and/or adopt e.g. implementing policies that affect community norms.

Defining the three elements

Evidence-Based

Evidence-based programming is a core tenet of the public health approach utilized by the CDC. As all evidence has its limitations, the Office of Injury Prevention encourages its awardees to utilize the best available evidence when developing prevention programming and activities.

Available evidence for program/activity development lies within a continuum. On one end of the spectrum is evaluation and research data that indicate the effectiveness of certain programs and is usually found within peer reviewed journals. On the other end of the spectrum is other types of evidence which include published data and data locally generated through surveys, focus groups, or other existing data sources i.e. (Behavior Risk Factor Surveillance System, BRFSS), (Youth Risk and Resiliency Survey, YRRS).

Published data can be helpful in identifying risk and protective factors and risk groups. Risk groups are identified by demographic variables such as sex, race, gender expression, sexual orientation, age, income, disability status, and education. Risk and protective factors are characteristics of either the person or the environment that are modifiable through psychosocial interventions, such as individuals’ attitudes, relationship skills, and social norms, or through community-level or environmental changes that make communities safe and healthy.
Locally generated data may be the best available evidence upon which to develop and evaluate primary prevention strategies. Local data may include existing data sources or special data collection activities. An example of a local existing data source is hospital emergency department data.

Examples of special collection activities are surveys, focus groups, i.e. (BRFSS and YRRS). Focus groups may be very informative for determining local attitudes, norms and culture of the community. Focus groups are an ideal way to "test" draft materials (media campaigns, curricula, etc.) with representatives from the groups that may be the focus of such materials to ensure audience receptivity.

What does not count as locally generated evidence-based data, are the opinions of researchers, advocates, health department personnel, school administrators, etc. when used without the support of other forms of data. Ideally data should come from multiple sources so that such data can be compared and contrasted. For example, national surveys can be compared and contrasted with local surveys or focus group data to understand how a local community's attitudes regarding an injury issue is similar or different from the attitudes across the country.

**Theory Based**

A helpful framework or tool to use when considering how to develop the Offeror’s approach to preventing sexual assault or violence in the organization’s community is the Spectrum of Prevention. The Spectrum of Prevention was developed by Larry Cohen for injury prevention practitioners when he was the Director of Prevention Programs for the Contra Costa County Health Department in California.

The Spectrum of Prevention helps to expand prevention efforts beyond just educating individuals towards using a range of interrelated activities for effective, wide-reaching prevention. The Spectrum of Prevention identifies multiple levels of intervention and encourages people to move beyond the perception that prevention is about teaching healthy behaviors. The six complementary levels (as shown below), when used together, combine to successfully implement an effective prevention program.

The Spectrum of Prevention’s six complementary levels are described in the detail in the table below. The Spectrum’s use is described in this way: at each level, the most important activities related to prevention objectives should be identified. As these activities are identified they will lead to interrelated actions at other levels of the Spectrum. In other words, when an important prevention activity is identified at one level, the practitioner should be able to identify related activities that can be used at other levels of the Spectrum. For more information about the Spectrum of Prevention approach to injury prevention programming, please go to: [http://www.preventioninstitute.org](http://www.preventioninstitute.org)
The Spectrum of Prevention

<table>
<thead>
<tr>
<th>Level of Spectrum</th>
<th>Definitions of Level</th>
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</thead>
<tbody>
<tr>
<td>1. Strengthening individual knowledge and skills</td>
<td>Enhancing an individual’s capacity to prevent injury and promoting safety</td>
</tr>
<tr>
<td>2. Promoting community education</td>
<td>Reaching groups of people with information and resources to promote safety</td>
</tr>
<tr>
<td>3. Educating providers</td>
<td>Informing providers who will transmit skills and knowledge to others</td>
</tr>
<tr>
<td>4. Fostering coalitions and networks</td>
<td>Bringing together groups and individuals for broader goals and greater impact</td>
</tr>
<tr>
<td>5. Changing organizational practices</td>
<td>Adopting regulations and rules within organizations to improve safety</td>
</tr>
<tr>
<td>6. Influencing policy and legislation</td>
<td>Developing strategies to change laws and other policies to influence outcomes</td>
</tr>
</tbody>
</table>

The Offeror’s proposal to ERD under Service Areas 6 and 7 should address multiple levels of the Spectrum of Prevention as indicated above. The proposal must clearly indicate which levels might already be in place, and give examples of the type of related activities currently underway to support the existence of that level. Levels of the Spectrum of Prevention that are not in place should be named, and the levels that the Offeror proposes to address, and how the Offeror will establish or implement activities for those levels, should be explained. Each Offeror must demonstrate that they are willing to address multiple levels of the Spectrum of Prevention in their approach to violence prevention. **Offerors are not required to have multiple levels of the Spectrum of Prevention in operation at once at the time of the Offeror’s proposal submission, but must be willing to implement multiple levels during the 4-year project period.** Any proposal submission that does not include working at more than one level of the Spectrum of Prevention for their approach to effectively addressing the sexual assault and/or violence issue will be considered nonresponsive, and will merit no further consideration for funding.
APPENDIX D

Sexual Violence Prevention Priority Populations

Priority Populations are those that experience barriers related to:

- Access to care and services
- Continuity of care and services, and/or
- Suitability of care and services

Because of contextual factors such as:

- Ethnicity
- Gender
- Disability
- Socioeconomic status
- Immigration status
- Geographic location
- Age
- Sexual orientation
- Gender Identity or Expression
- Life circumstances: marginalization or stigmatization

(Adapted from: University of Texas, School of Nursing Center for Health Promotion and Disease Prevention in Underserved Populations)

Sexual assault disproportionately affects young people, and some young people more are at a higher risk than others. Using data from the New Mexico Youth Risk and Resiliency Survey (YRRS), the Office of Injury Prevention has identified five communities of young people in New Mexico who have an elevated risk of victimization from sexual assault. These communities include people who identify as Lesbian, Gay, and Bisexual (LGB), who report having experienced forced sexual intercourse during their lifetime at a rate 3.3 times higher than that of their straight peers; young people with a mental or emotional disability, who report having experienced forced sexual intercourse at a rate 3 times higher than that of their peers without a mental or emotional disability; young people with a physical disability, who report having experienced forced sexual intercourse at a rate of 2.2 times higher than that of their peers without a physical disability; Black/African American young people, who report having experienced forced sexual intercourse at a rate 1.7 times higher than that of the general youth population; American Indian/Alaska Native young people, who report having experienced forced sexual intercourse at a rate 1.3 times higher than that of the general youth population; and foreign-born young people, who report having experienced forced sexual intercourse at a rate 1.4 times higher than that of their US-born peers. The YRRS does not currently capture information related to gender identity, but national data from the National Transgender
Discrimination Survey (2014) indicates that 64% of transgender individuals have experienced sexual violence during their lifetime.

Table 1. Disparities in Sexual and Dating Violence among NM Youth, 2013 YRRS

<table>
<thead>
<tr>
<th>Disparate Group</th>
<th>Rate of Lifetime Incidence of Rape</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lesbian, Gay, or Bisexual (LGB)</td>
<td>3.3x higher</td>
</tr>
<tr>
<td>Mentally or Emotionally Disabled</td>
<td>3.0x higher</td>
</tr>
<tr>
<td>Physically Disabled</td>
<td>2.2x higher</td>
</tr>
<tr>
<td>Black/African American</td>
<td>1.7x higher</td>
</tr>
<tr>
<td>Foreign-Born</td>
<td>1.4x higher</td>
</tr>
<tr>
<td>American Indian/Alaska Native (AIAN)</td>
<td>1.3x higher</td>
</tr>
</tbody>
</table>
APPENDIX E

Scope of Work Forms

The information the Offeror places in this form will become the basis of the Offeror’s evaluation for the proposed program/project. Reproduce and modify the form as needed; however, all Scope of Work forms should include:

- The goal(s) of the program/project.
- One or more outcome and process objectives for each stated goal. Effective and useful evaluations begin with measurable outcome objectives. Carefully defining the objectives based on identified priorities will more likely result in the Offeror’s intended outcome.
  1. **Outcome Objectives:** the desired change in knowledge, attitude, or behavior that occurs as a result of a prevention activity, program, service or curriculum. Outcome objectives can measure knowledge, skills, attitudes, or behaviors. For example, belief in rigid gender roles is a risk factor for perpetration of sexual violence. An outcome objective may be a change in scores on a survey measuring gender role beliefs, such as the Gender Equitable Men scale;
  2. **Process Objectives:** the organization’s successes and challenges in implementing the prevention/intervention activity, program, service or curriculum. These types of objectives describe procedures, activities, attendance and other elements necessary to reach the outcome objective. For example, a process objective may be to have 40 coaches in attendance at a workshop that teaches active consent. The measurement would be number of coaches who attended the session.

The S.M.A.R.T. method should be used for the identified outcome and process objective(s). Both the outcome and process objectives should be: **Specific,** **Measurable,** **Appropriate,** **Realistic** and **Time-bound.** Specific – what is the outcome that you are trying to achieve by implementing this activity? Measurable – what is the scale or indicator that will be used to measure this outcome? Appropriate – does the outcome you are measuring lead to the long-term impact you are trying to achieve? Do the objectives fit within the community that you are trying to impact? Realistic – do you have support for the belief that your program will have an effect on the outcome that you have chosen? Time-bound – when will the outcome be measured? Will the outcome be impacted during the measurement period?

- Major activities or milestone indicators that will support the achievement of both the outcome and process objective.
A one page narrative of the organization evaluation plan after the Goals, Outcome and Milestones page. What kinds of data will be collected? At what intervals? By whom? How will this data be used to inform program decisions?
Appendix E.1: **Scope of Work Form: Community-Based Rape Crisis Centers**

Agency: ____________________________

**PLEASE COMPLETE THE FOLLOWING:**

| GOAL 1: |
|-------------------------|-------------------------|
| **OUTCOME OBJECTIVES FOR GOAL 1:** |
| Activity 1: | |
| Activity 2: | |
| Activity 3: | |
| **PROCESS OBJECTIVES FOR GOAL 1:** |
| Activity 1: | |
| Activity 2: | |
| Activity 3: | |

| GOAL 2 (IF APPLICABLE): |
|-------------------------|-------------------------|
| **OUTCOME OBJECTIVES FOR GOAL 2:** |
| Activity 1: | |
| Activity 2: | |
| Activity 3: | |
| **PROCESS OBJECTIVES FOR GOAL 2:** |
| Activity 1: | |
| Activity 2: | |
| Activity 3: | |

*You may reproduce this page for continuation of the goals and corresponding objectives. Please ensure that the additional goals are numbered accordingly.*
Appendix E.1: **Scope of Work Form: Community-Based Rape Crisis Centers**

**EVALUATION PLAN NARRATIVE:**
Appendix E.2: Scope of Work Form: Children and Adolescents Sexual Assault/Abuse Exam Services

Agency: ____________________________

**PLEASE COMPLETE THE FOLLOWING:**

<table>
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<th>GOAL 1:</th>
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<td><strong>OUTCOME OBJECTIVES</strong></td>
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*You may reproduce this page for continuation of the goals and corresponding objectives. Please ensure that the additional goals are numbered accordingly.*
Appendix E.2: Scope of Work Form: Children and Adolescents Sexual Assault/Abuse Exam Services

EVALUATION PLAN NARRATIVE:
Appendix E.3: **Scope of Work Form: Sexual Assault and Violence Statewide Infrastructure**

Agency: __________________________

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*You may reproduce this page for continuation of the goals and corresponding objectives. Please ensure that the additional goals are numbered accordingly.*
Appendix E.3: *Scope of Work Form: Sexual Assault and Violence Statewide Infrastructure*

**EVALUATION PLAN NARRATIVE:**
Appendix E.4: Scope of Work Form: Surveillance for Sexual Violence and Assault

Agency: ________________________________

Please complete the following:

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*You may reproduce this page for continuation of the goals and corresponding objectives. Please ensure that the additional goals are numbered accordingly.*
Appendix E.4: Scope of Work Form: Surveillance for Sexual Violence and Assault

EVALUATION PLAN NARRATIVE:
Appendix E.5: **Scope of Work Form: Specialized Training for Professionals (therapists, child welfare workers, law enforcement professionals, etc.) who Serve Survivors of Sexual Violence from High-Risk Populations, or who Interact with Perpetrators; and for Caregivers of Children with Disabilities**

Agency: ____________________________

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*You may reproduce this page for continuation of the goals and corresponding objectives. Please ensure that the additional goals are numbered accordingly.*
Appendix E.5: Scope of Work Form: Specialized Training for Professionals (therapists, child welfare workers, law enforcement professionals, etc.) who serve Survivors of Sexual Violence from High-Risk Populations or who interact with perpetrator; and for Caregivers of Children with Disabilities

EVALUATION PLAN NARRATIVE:
Appendix E.6: Scope of Work Form: Sexual Assault and Violence Primary Prevention

Agency: ____________________________

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*YOU MAY REPRODUCE THIS PAGE FOR CONTINUATION OF THE GOALS AND CORRESPONDING OBJECTIVES. PLEASE ENSURE THAT THE ADDITIONAL GOALS ARE NUMBERED ACCORDINGLY.*
Appendix E.6: Scope of Work Form: Sexual Assault and Violence Primary Prevention

EVALUATION PLAN NARRATIVE:
Submit one form for each of the following budget periods:

FY 2016 (July 1, 2015 to June 30, 2016)

Budget & Budget Justification Narrative: Please provide an accurate, detailed budget including brief statements supporting the expenditures listed:

<table>
<thead>
<tr>
<th>Category (All items must include justification)</th>
<th>Cost/unit</th>
<th>Number of Units</th>
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<tbody>
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## APPENDIX G

### Completed Budget Forms Sample

**FY 2016 Budget Justification-SAMPLE**

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<th>Category (All items must include justification)</th>
<th>Cost/unit</th>
<th>Number of Units</th>
<th>Amount</th>
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<tbody>
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<td><strong>Personnel</strong></td>
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<tr>
<td><strong>Salary</strong></td>
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</tr>
<tr>
<td>Graduate Research Assistant to perform data entry of completed questionnaires</td>
<td>8.00/hr</td>
<td>150 hrs</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>25% Fringe</td>
<td></td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td>Fringe calculated at 25% of salary, including the following benefits:</td>
<td></td>
<td></td>
<td></td>
</tr>
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<td><strong>Supplies</strong></td>
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APPENDIX H
New Mexico Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a 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 or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM 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 either 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 spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“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.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a 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.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: ___________________________________________  

Relation to Prospective Contractor: ___________________________________________  

Name of Applicable Public Official: ___________________________________________  

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.

Date Contribution(s) Made:  

Amount(s) of Contribution(s)  

APPENDIX I

New Mexico Pay Equity Initiative

Executive Order Number 2009-049
December 18, 2009

IMPLEMENTATION GUIDANCE

I. SCOPE

This guidance applies to all solicitations issued or contracts awarded by an Executive Branch agency of the State of New Mexico on or after July 1, 2010.

II. DEFINITIONS

The following definitions apply to the language contained in the Executive Order and this Implementation Guidance.

“Contractor” (also “State Contractor”) means an employer contracting with any Executive Branch agency of the State of New Mexico, which employer has ten (10) or more employees of record (full or part time) OR which employer has eight (8) or more employees of record (full or part time) in the same job classification.

“Job Classification” means an arrangement of tasks in an establishment or industry into a limited series of jobs or occupations, rated in terms of skill, responsibility, experience, training, and similar considerations, usually for wage setting purposes. This term, or job class, refers to a single cluster of jobs of approximately equal “worth.”

“Job Title” means a specific designation of a position within an organization, normally associated with a job description that details the tasks and responsibilities that go with it.

“New Mexico Employee” (also “Employee”) means a person working within the State of New Mexico at a New Mexico facility, regardless where the employee legally resides, and regardless of the origin of compensation checks.

“Pay Band” means the range of pay rates, from minimum to maximum.

“PE10-249 form” means the reporting form to be used by contractors that meet or exceed the minimum size thresholds for reporting but have less than 250 New Mexico employees.
“PE250 form” means the reporting form to be used by contractors that have 250 or more New Mexico employees

“Solicited” means sought through the use of an Invitation to Bid or a Request for Proposals.

“State Contract” (also “Contract”) means any agreement for the procurement of items of tangible personal property, services (including professional services) or construction. For purposes of this Executive Order guidance, “state contract” includes any contract resulting from an Invitation to Bid, Request for Proposals or a Price Agreement – regardless how that Price Agreement was developed. It also includes any Purchase Order, or combination of Purchase Orders, exceeding $20,000 (or combination of professional services agreements which exceed $50,000) in any calendar year.

III. OCTOBER 1, 2010 AND BEYOND SOLICITATION REQUIREMENTS

All solicitations made available to the public through any means on or after October 1, 2010 must contain the following language:

“If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) with their bid or proposal for evaluation purposes.

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.

“Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.

“Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.”
IV. October 1, 2010 AND BEYOND CONTRACT REQUIREMENTS

All contracts awarded resulting from a solicitation issued on or after October 1, 2010, OR

In the form of a price agreement awarded on or after October 1, 2010, resulting from an allowable method other than a solicitation OR

In the form of a Purchase Order, or combination of Purchase Orders, issued on or after October 1, 2010, exceeding $20,000 or (combination of professional services agreements which exceed $50,000) in any calendar year,

Must contain the following language:

“Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation). “Contractor agrees if it has ten (10) or more employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the required reporting form (PE10-249 or PE250, depending on their size at the time) either within thirty (30) calendar days of contract award (if the contract did not result from a solicitation) or on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration (if the contract did result from a solicitation).

“For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the required form annually within thirty (30) calendar days of the annual contract anniversary date of the initial submittal date and, if more than 180 calendar days has elapsed since submittal of the last report, at the completion of the contract.

“Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

“Contractor also agrees to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) calendar
days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

“Contractor shall not be required to report more frequently than annually unless more than 180 calendar days has elapsed since submittal of the last report and the contract has reached completion. The requirement for reporting at contract completion shall not apply in the case of a one-time fulfillment of a purchase order.”

V. SUBMITTAL OF REPORTS

Until further notice, vendors shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined. The mailing address is: PO Box 6850, Santa Fe, NM, 87502-6850.

VI. INCENTIVIZATION PROCESS

VII. TECHNICAL ASSISTANCE

To be determined

VIII. AUDIT

All information provided in PE10-249 and PE250 forms or after October 1, 2010 (unless submitted in conjunction with a solicitation issued prior to October 1, 2010) is subject to audit by the State of New Mexico. Information provided prior to that date shall be considered for informational purposes only and not subject to audit.

IX. EXCEPTIONS

Contractors with fewer than ten (10) employees are exempt, unless they have at least eight (8) employees in the same job classification.

Out-of-state contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

Contractors receiving a contract resulting from an emergency procurement are exempt, unless they hold other contracts that would already subject them to the requirement.

X. EFFECTIVE DATE  This Implementation Guidance shall be effective June 7, 2010
This CONTRACT is entered into by and between the State of New Mexico, Department of Health, hereafter referred to as “DEPARTMENT”, and _, hereafter referred to as “CONTRACTOR”, and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

IT IS AGREED BETWEEN THE PARTIES:

1. **SCOPE OF WORK**
   The CONTRACTOR shall perform the following work:

2. **LICENSURE**
   The CONTRACTOR agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the DEPARTMENT. The CONTRACTOR agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the DEPARTMENT if requested in writing.

3. **COMPENSATION**
   A. The Department 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 New Mexico gross receipts tax levied on the amounts payable under this CONTRACT totaling (AMOUNT) shall be paid by the DEPARTMENT to the Contractor. The total amount payable to the Contractor under this CONTRACT, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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
Department when the services provided under this Contract 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 Contract 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 DFA. All invoices MUST BE received by the DEPARTMENT 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. Invoices shall be submitted monthly. The CONTRACTOR shall submit to the DEPARTMENT at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the DEPARTMENT finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the DEPARTMENT 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 DEPARTMENT shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION. This CONTRACT shall terminate on [date], unless terminated pursuant to Article 5 (Termination), infra or Article 6 (Appropriations). In accordance with NMSA 1978, Section 13-1-150 no contract term, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

5. TERMINATION

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this CONTRACT based upon the DEPARTMENT’s uncured, material breach of this CONTRACT.
B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (5)(B)(3), the DEPARTMENT shall
give Contractor written notice of termination at least thirty (30) days prior to the
intended date of termination.

2. Contractor shall give DEPARTMENT written notice of termination at least thirty
(30) days prior to the intended date of termination, which notice shall (i) identify
all the DEPARTMENT’s material breaches of this CONTRACT upon which the
termination is based and (ii) state what the DEPARTMENT must do to cure such
material breaches. Contractor’s notice of termination shall only be effective (i) if
the DEPARTMENT 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 DEPARTMENT 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 CONTRACT 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
DEPARTMENT; (ii) if, during the term of this CONTRACT, the Contractor is
suspended or debarred by the State Purchasing Agent; or (iii) the CONTRACT is
terminated pursuant to Paragraph 6, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this CONTRACT,
the Department’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 CONTRACT. 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 DEPARTMENT’S
OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S
DEFAULT/BREACH OF THIS CONTRACT.

D. Termination Management. If this CONTRACT is terminated pursuant to its provisions,
or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of
the term of the CONTRACT, immediately upon receipt by either the DEPARTMENT or the
CONTRACTOR of written notice of termination, the CONTRACTOR shall:

1) not incur any further obligations for salaries, services or any other expenditures
   of funds under this CONTRACT without the written approval of the DEPARTMENT;
2) continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the DEPARTMENT during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the CONTRACT. In this event the DEPARTMENT may temporarily extend the term, enter into a new short term contract or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed;

3) comply with all directives issued by the DEPARTMENT in the notice of termination as to the performance of work under this CONTRACT;

4) take such action as the DEPARTMENT shall direct for the protection, preservation, retention or transfer of all property titled to the DEPARTMENT and client records generated under this CONTRACT on the date of termination of this CONTRACT, the CONTRACTOR shall furnish to the DEPARTMENT:

(a) a complete detailed inventory of nonexpendable DEPARTMENT property as defined in Article 21 (Property) of this CONTRACT, and

(b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this CONTRACT regarding financial records.

6. **APPROPRIATIONS**

A. The terms of this CONTRACT are contingent upon sufficient funds appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, and allocations are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the DEPARTMENT, this CONTRACT may be terminated or amended to a lower amount of funds upon written notice given by the DEPARTMENT to the CONTRACTOR. If the DEPARTMENT proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

B. The decision of the DEPARTMENT as to the amount of CONTRACT funds available for expenditure from the appropriation, authorization and/or allocation shall be final and binding on the CONTRACTOR.
7. **STATUS OF CONTRACTOR**

The CONTRACTOR, its agents and employees, are independent contractors performing professional services for the DEPARTMENT and are not employees of the DEPARTMENT. The CONTRACTOR, and its agents and employees, shall not be deemed employees for any purpose within the meaning or application of any federal or state unemployment or insurance laws or workers compensation laws or otherwise. CONTRACTOR, its agents and employees shall not be entitled to any of the benefits afforded employees of the DEPARTMENT including but not limited to accruing leave, retirement, insurance, bonding, use of state property or state vehicles, or any consideration not specified in this CONTRACT. The CONTRACTOR acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment 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, provided that CONTRACTOR may perform assigned duties within the scope of work that does not contractually bind the State of New Mexico.

8. **GOVERNING BODIES**

The parties agree that if the CONTRACTOR has one or more Governing Bodies, the Governing Bodies of the CONTRACTOR shall have the right and responsibility to establish policy for the CONTRACTOR, and shall be elected to ensure that such policy is established by the Governing Bodies in an impartial and independent manner. Nothing herein shall in any way restrict the authority of the Governing Bodies from appropriately delegating day-to-day management responsibilities to its employees, agent or agents. By such delegation, employees and/or agents of the CONTRACTOR must conduct the operation of the CONTRACTOR consistent with the policies and procedures approved by the Governing Bodies.

9. **ASSIGNMENT**

The CONTRACTOR shall not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the DEPARTMENT.

10. **SUBCONTRACTING**

The CONTRACTOR shall not subcontract any portion of the services to be performed under this CONTRACT without the prior written approval of the DEPARTMENT. No such subcontract shall relieve the primary CONTRACTOR from its obligations and liabilities under this CONTRACT, nor shall any subcontract obligate direct payment from the Procuring DEPARTMENT.
11. **RECORDS AND FINANCIAL AUDIT**

A. The CONTRACTOR shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the CONTRACT term and retain them for a period of three (3) years from the date of final payment under the CONTRACT. The records shall be subject to inspection by the DEPARTMENT, the Department of Finance and Administration and the State Auditor. The DEPARTMENT shall have the right to audit billings both before and after payment; payment under this CONTRACT shall not foreclose the right of the DEPARTMENT to recover excessive or illegal payments.

B. The CONTRACTOR receiving state or federal funds from the DEPARTMENT shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the CONTRACTOR is determined to be a subrecipient and not a vendor under the federal Single Audit Act, the CONTRACTOR shall comply with the audit requirements of the Single Audit Act. This includes the CONTRACTOR retaining its financial records for a period of five years after the time the audit was released.

C. If the CONTRACTOR receives more than $250,000 under this CONTRACT or more than $250,000 in any single fiscal year, from the DEPARTMENT, the CONTRACTOR shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The CONTRACTOR shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA’s audit or opinion available to the DEPARTMENT upon request.

E. Applicable annual financial reports shall be submitted to the DEPARTMENT no later than six months following the close of the CONTRACTOR’S fiscal year.

F. To ensure proper delivery and receipt, the CONTRACTOR shall submit their annual audit report or financial reports (if no audit was required to):

   Department of Health  
   Financial Accounting Bureau Chief Suite N-3150  
   P.O. Box 26110  
   Santa Fe, New Mexico  87502-6110

G. The Department may take corrective action as deemed necessary for CONTRACTOR’S failure to comply with 11-A through 11-F above. Corrective action
may include, but is not limited to, termination of CONTRACT and preclusion from engaging CONTRACTOR in the future.

12. **RELEASE**

Final payment of the amounts due under this CONTRACT shall operate as a release of the DEPARTMENT, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this CONTRACT.

13. **PRODUCT OF SERVICES COPYRIGHT**

A. All materials or products developed or acquired by the CONTRACTOR under this CONTRACT shall become the property of the State of New Mexico and shall be delivered to the DEPARTMENT no later than the termination date of this CONTRACT. Nothing produced, in whole or in part, by the CONTRACTOR under the CONTRACT shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

B. Client information developed under this CONTRACT may not be used by the CONTRACTOR or be transferred to a third party in any form, including aggregate data, without the express written permission of the DEPARTMENT, except to fulfill the provisions of the Scope of Work under this CONTRACT.

14. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT**

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

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

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this CONTRACT any DEPARTMENT employee while such employee was or is
employed by the DEPARTMENT and participating directly or indirectly in the DEPARTMENT’s contracting process;

2) this CONTRACT complies with Section 10-16-7(A) NMSA 1978 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 Section 10-16-7(A) NMSA 1978 and this CONTRACT was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this CONTRACT 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 DEPARTMENT's making this CONTRACT;

4) this CONTRACT complies with Section 10-16-9(A) NMSA 1978 because (i) the CONTRACTOR is not a legislator; (ii) the CONTRATCtor 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 Section 10-16-9(A) NMSA 1978, this CONTRACT is not a sole source or small purchase contract, and this CONTRACT was awarded in accordance with the provisions of the Procurement Code;

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

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the CONTRACTOR has not contributed, and during the term of this CONTRACT shall not contribute, anything of value to a public officer or employee of the DEPARTMENT.
C. CONTRACTOR’s representations and warranties in Paragraphs A and B of this Article 14 are material representations of fact upon which the DEPARTMENT relied when this CONTRACT was entered into by the parties. CONTRACTOR shall provide immediate written notice to the DEPARTMENT if, at any time during the term of this CONTRACT, CONTRACTOR learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 14 were erroneous on the effective date of this CONTRACT 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 14 were erroneous on the effective date of this CONTRACT or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the DEPARTMENT and notwithstanding anything in the CONTRACT to the contrary, the DEPARTMENT may immediately terminate the CONTRACT.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 14.

15. AMENDMENT

A. This CONTRACT shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. From time to time and in accordance with changes in State and Department policy, this CONTRACT shall be amended to comport with current policy, rules, regulations and law.

B. If the DEPARTMENT proposes an amendment to the CONTRACT 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 CONTRACT pursuant to the termination provisions as set forth in Article 5 herein, or to agree to the reduced funding.

16. MERGER

This CONTRACT 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 CONTRACT. No prior CONTRACT or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT. All attachments are incorporated and made a part of this CONTRACT.

17. SEVERABILITY

If any portion of this CONTRACT is determined to be void, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, the remainder of this CONTRACT will remain in full force and effect.
18. **INDEMNIFICATION**

The CONTRACTOR shall defend, indemnify and hold harmless the DEPARTMENT 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 CONTRACT, 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 CONTRACT. 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 CONTRACT 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 DEPARTMENT and the Risk Management Division of the New Mexico General Services Department by certified mail.

19. **LIABILITY INSURANCE**

The parties to this CONTRACT shall maintain professional or general liability insurance, as applicable, for all services provided under this CONTRACT and shall supply evidence of such coverage upon the Departments’ request.

20. **CLIENT RECORDS AND CONFIDENTIALITY**

A. The CONTRACTOR shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DEPARTMENT.

B. The CONTRACTOR shall protect the confidentiality of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DEPARTMENT.

C. The CONTRACTOR shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for
Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the CONTRACTOR may reasonably be expected to have access to Departments’ Protected Health Information (PHI) as defined by HIPAA, CONTRACTOR shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this CONTRACT. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this CONTRACT in accordance with Article 5 (Termination) of this CONTRACT.

21. PROPERTY

A. Title to all property furnished by the DEPARTMENT shall remain in the DEPARTMENT. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase CONTRACT, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under this CONTRACT shall immediately vest in the DEPARTMENT upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR under this CONTRACT, shall immediately vest in the DEPARTMENT upon 1) issuance for use of such property in the performance of this CONTRACT or 2) use of such property in the performance of this CONTRACT or 3) reimbursement of the cost thereof by the DEPARTMENT, whichever first occurs.

B. Title to the DEPARTMENT property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of DEPARTMENT property so as to assure its full availability and usefulness for performance under this CONTRACT. In the event the CONTRACTOR is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to DEPARTMENT property during the period of this CONTRACT, it shall use the proceeds to repair or replace the DEPARTMENT property.

22. APPLICABLE LAW

The laws of the State of New Mexico shall govern this CONTRACT, 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 Section 38-3-1(G). By execution of this
CONTRACT, 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 CONTRACT.

23. **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 CONTRACT. If Contractor is found not to be in compliance with these requirements during the life of this CONTRACT, Contractor agrees to take appropriate steps to correct these deficiencies.

24. **WORKERS’ COMPENSATION ACT**

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 CONTRACT may be terminated by the DEPARTMENT.

25. **POLITICAL ACTIVITY**

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

26. **LOBBYING**

The CONTRACTOR shall not use any funds provided under this CONTRACT, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law.

27. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, NMSA 1978, Sections 13-1-28 to 13-1-199, imposes both criminal and civil penalties for violation of its provisions. New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.
28. **GRANT**

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 Department, 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 Department, 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.

29. **NON-WAIVER**

The failure of a party to insist upon strict adherence to any provision of this CONTRACT on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other of this CONTRACT.

30. **NOTICES**

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

To the DEPARTMENT: New Mexico Department of Health

P.O. Box 26110

1190 St. Francis Drive,

Santa Fe, NM 87502-6110

To the CONTRACTOR: Insert CONTRACTOR name.

Insert point of contact name.

Insert CONTRACTOR Address.

Insert City, State & Zip.
31. **AUTHORITY**

If CONTRACTOR is other than a natural person, the individual(s) signing this CONTRACT on behalf of CONTRACTOR represent and warrant 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.

32. **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:

1) accepted health insurance;

2) declined health insurance due to other health insurance coverage already in place; or

3) 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 programs by providing each employee with, as a minimum, the following web site link to additional information: [http://insurenewmexico.state.nm.us/](http://insurenewmexico.state.nm.us/).

33. **Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the
annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

34. **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.

35. **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.
IN WITNESS WHEREOF the parties have executed this CONTRACT at Santa Fe, New Mexico. The effective date is the date of approval by the Department of Finance and Administration set out hereinafter.

STATE OF NEW MEXICO

NEW MEXICO DEPARTMENT OF HEALTH: CONTRACTOR:

By: _______________________________ By: _______________________________

________________________________________

Authorized Signature Designee

Title: _______________________________

Date: _______________________________ Date: _______________________________

By: _______________________________

Chief Financial Officer

Date: _______________________________

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _______________________________ Date: _______________________________

Department of Health
Assistant General Counsel

TAXATION AND REVENUE:
The CONTRACTOR is registered for the payment of gross receipts taxes to the State of New Mexico.

N.M. Tax Identification #: 

By: ________________________________ Date: _____________________________

Taxation and Revenue Department

DEPARTMENT OF FINANCE AND ADMINISTRATION:

This CONTRACT is approved and effective the date shown:

By: ________________________________ Date: _____________________________

State Contracts Officer
This Business Associate Agreement (“Agreement”) is entered into between the New Mexico Department of Health (“Department”) and ________________, hereinafter referred to as “Business Associate.”, in order to comply the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

BUSINESS ASSOCIATE, by a related agreement identified by number as ________________ (the “Related Agreement”), has agreed to provide services to, or on behalf of, Department (referred to in such Related Agreement as Department or the “Procuring Agency”) which may involve the disclosure by Department to Business Associate (referred to in such Related Agreement as “Contractor”) of Protected Health Information. This Business Associate Agreement is intended to supplement the obligations of the Department and the Contractor as set forth in the Related Agreement, and is hereby incorporated therein.

THE PARTIES acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

1. Definition of Terms


b. Business Associate. "Business Associate", herein being the same entity as the Contractor in the Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.

c. Department. "Department" shall mean in this agreement the State of New Mexico Department of Health.

d. Individual. "Individual" shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
e. HIPAA Standards. “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:
   
i. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
   
   
   iii. Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:
      
      
      B. Administrative Safeguards. “Administrative Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
      
      C. Physical Safeguards. “Physical Safeguards” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
      
      
      
   f. Protected Health Information. "Protected Health Information" or “PHI” shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted or received by Business Associate, its agents or subcontractors from or on behalf of Department.
   
   g. Required By Law. "Required By Law" shall have the same meaning as in 45 CFR §164.103.
   
   h. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
   
   i. Covered Entity. "Covered Entity." shall have the meaning as the term “covered entity” defined at 45 CFR §160.103, and in reference to the party to this agreement, shall mean the State of New Mexico Department of Health.
   
   j. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

2. Obligations and Activities of Business Associate
a. **General Rule of PHI Use and Disclosure.** The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities or services for, or on behalf of, the Department in accordance with the specifications set forth in this Agreement, or the Related Agreement; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required By Law.

i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.

ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the “minimum necessary,” as set forth in the HIPAA Standards.

iii. The Business Associate agrees to use or disclose only a “limited date set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in the Related Agreement(s), except where a “limited date set” is not practicable in order to accomplish those activities.

iv. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

v. Except as otherwise limited by this Agreement or the Related Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).

vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.

b. **Safeguards.** The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this Agreement or the Related Agreement. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.

c. **Restricted Uses and Disclosures.** The Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, the Related Agreement, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.

i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).
ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.

d. **Agents.** The Business Associate shall ensure that any agents that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

e. **Availability of Information to Individuals and the Department.** Business Associate shall provide, at the Department’s request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.

f. **Amendment of PHI.** In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department’s obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.

g. **Internal Practices.** Business Associate agrees to make internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary’s determining the Department’s compliance with the Privacy Rule.

h. **PHI Disclosures Recordkeeping.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.

i. **PHI Disclosures Accounting.** Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

j. **Security Rule Provisions.** As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)] , the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the reasons for non-implementation of all safeguards in the
above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.

k. **Civil and Criminal Penalties.** Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates, and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.

l. **Performance of Covered Entity's Obligations.** To the extent the Business Associate is to carry out the Department’s obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.

m. **Subcontractors.** The Business Associate shall ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

3. **Business Associate Obligations for Notification, Risk Assessment, and Mitigation**

During the term of this Agreement and Related Agreement, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

**Notification**

a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this Agreement, the Related Agreement and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.

b. Business Associate shall provide the Department with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it, and shall also provide such assistance and further information as is reasonably requested by the Department.

**Risk Assessment**

c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been
mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.

d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate’s employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content and method of notice, and shall receive the Department’s approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.

f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

g. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

4. Obligations of the Department to Inform Business Associate of Privacy Practices and Restrictions

a. The Department shall notify Business Associate of any limitation(s) in the Department’s Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

5. Term and Termination

a. Term. This Agreement shall be effective concurrently with the effective date of Contract No. .......................... between Business Associate and the Department (the Related Agreement). This Agreement shall also terminate concurrently with the Related Agreement, except that obligations of Business Associate under this Agreement related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.

b. Disposition of PHI upon Termination. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, 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 Business Associate hereunder, for so long as the Business Associate maintains the PHI.

c. If Business Associate breaches any material term of this Agreement, the Department may either:

i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this Contract without liability or penalty in accordance with Termination Article of the Related Agreement if Business Associate does not cure the breach within the time specified by the Department; or,

ii. immediately terminate this Contract without liability or penalty if the Department determines that cure is not reasonably possible; or,

iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right or remedy available to the Department at law, in equity, or under this Contract, nor does it lessen Business Associate’s responsibility for such breach or its duty to cure such breach.
6. **Penalties and Training.** Business Associate understands and acknowledges that violations of this Agreement may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

7. **Miscellaneous**

   a. **Interpretation.** Any ambiguity in this Agreement, or any inconsistency between the provisions of this Agreement and the Related Agreement, shall be resolved to permit the Department to comply with the HIPAA Standards.

   b. **Business Associate’s Compliance with HIPAA.** The Department makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Standards will be adequate or satisfactory for Business Associate’s own purposes or that any information in Business Associate’s possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

   c. **Change in Law.** In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules or regulations, or in the interpretation of any such laws, rules, regulations or general instructions, which may render any of the material terms of this Agreement unlawful or unenforceable, or which materially affects any financial arrangement contained in this Agreement, the parties shall attempt amendment of this Agreement to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the Agreement pursuant to its termination provisions.

   d. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

   e. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this Agreement and the Related Agreement available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate’s performance under this Agreement or the Related Agreement, except
where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

f. **Additional Obligations.** Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

*IN WITNESS THEREOF, the parties hereto separately acknowledge this Business Associate Agreement in addition to their execution of the Related Agreement.*

**NEW MEXICO DEPARTMENT OF HEALTH**

*By: __________________________*  
*Authorized Signature Designee*

**BUSINESS ASSOCIATE**

*By: __________________________*  
*Title: __________________________*

*Date: __________________________*  
*Date: __________________________*

*Approved as to form and legal sufficiency:*

*By: __________________________*  
*Office of General Counsel*

*Date: __________________________*
**APPENDIX L**

**SAMPLE LOGIC MODEL**

(A logic model must be submitted for each service area in which the Offeror is applying for funding. “Impact” should reflect a decrease in the rate of sexual assault.)

<table>
<thead>
<tr>
<th>Inputs/Resources</th>
<th>Activities</th>
<th>Outputs (Products)</th>
<th>Desired Outcomes (Benefits/Objectives)</th>
<th>Outcome Indicators (Evaluation and Data Collection Tools)</th>
<th>Impact (Long-term changes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Resources available to implement program activities)</td>
<td>What the program does with its resources; the services it provides to fulfill its goal. Activities result in outputs.</td>
<td>The direct product of program activities; units/volume of service. Outputs should produce desired outcomes for program participants.</td>
<td>Benefits for participants during and after the program, such as changes in knowledge, skills, attitudes, values, behaviors, conditions, or status.</td>
<td>Specific items of information that track success of a program’s activities.</td>
<td>If completed, or ongoing, these activities will lead to the following injury-related and social/organizational changes in 3-5 years.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Immediate (0-1yrs) Intermediate (1-3 yrs) Long –Term (3 + years)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Adapted from “Measuring Program Outcomes: A Practical Approach, United Way of America, 1996
APPENDIX M

NEW MEXICO PRIORITY RISK AND PROTECTIVE FACTORS FOR PERPETRATION AND VICTIMIZATION OF SEXUAL VIOLENCE

Risk factors – Sexual Violence Perpetration

High levels of hostility towards women
Low levels of empathy
Rigid gender role stereotypes
Endorsement of statements used to justify rape (rape myth acceptance)
Adversarial beliefs about relationships between men and women
History of abuse or violence as a child
Peers who view forced sex as acceptable
Emotional deregulation
Exposure to interpersonal violence
Hyper-masculinity
Lack of empathy
Lack of identity development
Low attachment
Low self-efficacy
Disturbed parental relationship
Effects of historical trauma on parental relationships
Lack of resources for parents to address healthy sexuality with youth
Lack of sense of belonging
Low academic expectations
Low socio-economic status
High levels of crime and other forms of violence
Lack of institutional support
Social norms supportive of sexual violence Weak community sanctions against perpetrators
Endorsement of homophobia
Endorsement of oppression
Poverty
Privilege
Weak laws and policies related to equity

Risk factors – Sexual Violence Victimization

Lack of identity development
Low self-efficacy
Prior history of sexual abuse
Disturbed parental relationship
Effects of historical trauma on parental relationships
Family distress
Lack of resources for parents to address healthy sexuality with youth
Low socio-economic status
Rigid gender roles
Health disparities
History of colonization
Presence of homophobia
Presence of oppression
Poverty
Weak laws and policies related to equity

**Protective Factors – Sexual Violence Perpetration and Victimization**

Effective sanctions in schools and community institutions which address harassment and violence
Community-based or led organizing (youth participatory)
Relationship norms and policies that are inclusive, non-discriminatory, and promote equity and non-violence
Pro-social peers
Bonding with caring adults
Parental skills and attachment/youth connectedness
Information, skills, and knowledge for healthy sexuality
Positive social orientation
Sense of belonging
Self-efficacy
Life and interpersonal skills (conflict and stress management, leadership, problem solving, critical thinking, communication, cross-cultural skills)
Positive identity (individual or collective)
Appendix N

Description of Anti-Oppression Framework

It is the intent of the ERD Sexual Violence Prevention team that all staff and contractors funded through this RFP:

Are familiar with a conceptual framework and common language for genuine dialogue about systemic oppression and work to create an environment that encourages such dialogue*;

Have explored the systemic linkages among racism, sexism, classism, heterosexism, ableism, anti-Semitism, ageism, and other forms of oppression*;

Have explored the reality and daily experience of personal and institutional oppression, internalized oppression, and privilege for the peoples of New Mexico*;

Have an increased awareness of oppressions as social determinants and the impact on young people and adults, especially related to violence in general and sexual violence in particular*;

Ensure that anti-oppression is embedded in all activities by examining attitudes and actions through the lens of inclusiveness, access, equity, and social justice;

Work to shift power towards inclusivity, accessibility, equity, and social justice;

Are able to identify one’s own privileges and how they affect others, analyze the dynamics of oppression, and value the interaction of culture, power, and privilege on an individual’s choices.

* Cultural Bridges to Justice, 2014