

REQUEST FOR PROPOSALS

ISSUED BY

The New Mexico Human Services Department
Office of Behavioral Health



FOR
THE PROVISION OF

A SEXUAL ASSAULT TRAINING AND SUPPORT PROGRAM

State Of New Mexico
Department of Human Services
P. O. Box 2348
Santa Fe, New Mexico 87504-2348
Sidonie Squier, Secretary Designate

ISSUE DATE: February 28, 2011
SOLICITATION #: RFP 11-630-7903-0002

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I. PROJECT INFORMATION

A. PURPOSE/INFORMATION

Project Overview

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

Services are designed to address the needs of special populations through the provision of non-traditional interventions or non-consumer specific services.

It is the intent of HSD to select an Offeror with experience and knowledge to perform the specific services described in the Scope of Work, Contract Terms and Conditions, attached as Appendix B.

Funding Availability

The total funding available under this RFP is approximately \$927,254. This includes approximately \$142,658 available to the successful contractor for Sexual Abuse Training and Technical Assistance and approximately \$784,596 available to administer the payment of medical bills.

The funding availability and the contract awards are contingent upon the availability of funds appropriated by the State of New Mexico. The Department reserves the right to adjust any proposed allocations to offerors based on review of all the competitive proposals and any mandates included in the appropriations.

Geographical Location

The HSD will only accept proposals for the provision of services on a statewide basis. Proposals for only a portion of the State or for only a portion of the services listed in the Contract Terms and Conditions, Appendix B will be rejected as non-responsive.

B. SCOPE OF PROCUREMENT

The scope of procurement shall encompass the defined Scope of Work, detailed in Sample Professional Services Contract, Appendix B of this RFP. The contract is scheduled to begin on July 1, 2011 or upon receiving all required state approvals, whichever is later, and end on June 30, 2015. In no circumstance shall the contract exceed a total of four (4) years in duration.

C. OFFEROR QUALIFICATIONS / CONFLICT OF INTEREST

This RFP is open to any Offeror capable of performing the work described in the Contract Terms and Conditions, Appendix B of this RFP, subject to the following stipulation:

Offeror may be a public or private entity and must have: 1) documented experience working with victims of sexual assault; 2) documented training experience; and 3) sensitivity and knowledge of handling and interacting with a broad spectrum of providers and consumers involved in sexual assault services, mental health services, drug and alcohol services, specialty areas (cultural relevant populations, e.g., Native Americans) and co-occurring consumers.

An Offeror shall not contract with HSD for services covered under a program that would conflict with the requirements of this procurement.

D. PROCUREMENT MANAGER

The Department has designated a Procurement Manager who is responsible for the conduct of this procurement whose names, address, and telephone number is as follows:

Bobbie Lightle
Procurement Manager – Department of Human Services
P.O. 2348, Santa Fe, New Mexico 87504
Telephone: (505) 476-9282,
Fax Number: (505) 476-9277
BobbieLightle@state.nm.us

All deliveries via express carrier should be addressed as follows:

Bobbie Lightle
Procurement Manager – Department of Human Services
Behavioral Health Services Division
37 Plaza la Prensa
Santa Fe, New Mexico 87507

Any inquiries or requests regarding this procurement should be submitted in writing **ONLY** to the Procurement Manager. Questions shall be clearly labeled and shall site

the specific RFP or contract section, which form the basis of the questions. Offeror may contact ONLY the Procurement Manager regarding the procurement. Other State employees do not have the authority to respond on behalf of HSD. HSD shall not assume responsibility for any answers or clarifications received from other HSD staff or any other State staff. **Any contact with anyone other than the Procurement Manager may result in disqualification.**

E. Definitions of Terminology

This paragraph contains definitions that are meaningful to the administration of the Sexual Assault & Training program, including appropriate abbreviations.

“Contract”: An agreement for the procurement of items of tangible personal property or services.

“Contractor”: The successful Offeror.

“Contract Year”: The period beginning July 1 of each year and ending June 30 of the following year.

“Department”: For purposes of administering the RFP and associated proposals, “Department” means the New Mexico Department of Human Services. This term may be used interchangeably with “HSD”.

“Determination”: The written documentation of a decision of Procurement Manager including finds of facts required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable”: The terms “may”, “can”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

“DFA”: The Department of Finance and Administration for the State of New Mexico.

“Evaluation Committee”: A body appointed by management of the HSD/BHSD to perform the evaluation of offeror proposals.

“Evaluation Committee Report”: A report prepared by the Procurement Manager and the Evaluation Committee for submission to the Secretary of HSD for contract award. The report contains all written decision resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist”: Offeror who meets all the mandatory specifications of the RFP and who score on evaluation factors is sufficiently high to qualify that offeror for further consideration by the Evaluation Committee.

“HSD”: The New Mexico Human Services Department.

“Human Services Department”: means the New Mexico Human Services Department created under the Human Services Department Act (9-8-1 to 9-8-12 NMSA 1978) and, for purposes of administering this RFP and associated proposals, may also be referred to as “Department” or “HSD”.

“Mandatory”: The terms “must”, “will”, “shall”, “is required”, or “are required” identify a mandatory item or factor.

“Offeror”: Any person, corporation, or partnership which chooses to submit a proposal.

“Procurement Manager”: The person or designee authorized by the Department to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Request for Proposals (RFP)”: All documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror”: An offeror who submits a responsive proposal and who has furnished, when required, information and data to prove the financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal”: An offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. The term “material respects” includes, but it is not limited to the price, quality, quantity or delivery requirements of the relevant product or service.

“Secretary”: The Secretary of the New Mexico Human Services Department.

F. NOTICE TO OFFEROR

This procurement is governed by the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978 and General Services Department Procurement Code Regulations, 1.4.1 NMAC. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal status imposes felony penalties for bribes, gratuities, and kickbacks.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere the following schedule in the procurement of the audit agent services. The Department reserves the right to revise the dates on this schedule without the need to amend the RFP. Revised dates will be shared with the offerors with as much advance notice as possible.

	<u>Action</u>	<u>Responsibility</u>	<u>Date*</u>
1.	Issue of RFP	Department	02/28/2011
2.	Distribution List Response	Potential Offeror	03/07/2011
3.	Deadline to Submit Written Questions	Potential Offerors	03/11/2011
4.	Response to Written Questions	Department	03/21/2011
5.	Submission of Proposal	Offeror	03/25/2011
6.	Proposal Evaluation	Evaluation Committee	03/28/2011- 04/04/2011
7.	Selection of Finalists	Evaluation Committee	04/04/2011
8.	Best and Final Offers from Finalists (if necessary)	Finalist Offerors	TBA
9.	Notification of Outcome	Department	04/05/2011
10.	Contract Negotiations	Department, Potential Contractor	04/15/2011
11.	Contract Effective Date	Department	07/01/2011
12.	Protest Deadline	Offerors	As provided in the procurement code

*Dates subject to change based on number of responses to evaluator and final approval from federal partners.

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is being issued by the New Mexico Department of Health in collaboration with the New Mexico Human Services Department on February 28, 2011

2. Distribution List Response Due

Potential offerors must hand-deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on March 7, 2011

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential offerors may submit written questions as to the intent or clarity of this RFP until close of business on March 11, 2011. All written questions must be addressed to the Procurement Manager (See Section I, Paragraph D of this RFP).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be distributed on March 21, 2011 to all potential offerors whose organization name appears on the procurement distribution list.

An Acknowledgement of Receipt Form will accompany the distribution package. To indicate receipt of the package, the form shall be signed by the offeror's representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement

process. Therefore, the offeror's organization name shall be deleted from the procurement distribution list.

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE **NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME ON March 25, 2011.** Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph D of this RFP. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the SEXUAL ASSAULT TRAINING AND SUPPORT PROGRAM Request for Proposals. Proposals submitted by facsimile or-email will not be accepted.

A public log will be kept of the names of all offeror organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal shall not be disclosed to competing offerors prior to contract award.

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. This process will take place from March 28, 2011 through April 4, 2011. During this time, the Procurement Manager may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the offerors.

7. Selection of Finalists

The Evaluation Committee will select and Procurement Manager will notify the finalist offerors on April 4, 2011. Only finalists will be invited to participate in the subsequent steps of the procurement.

8. Best and Final Offers From Finalists

If necessary, finalist offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

9. Notification of Outcome

The Department will notify each offeror of the outcome of the award process by mail on April 5, 2011. However, the Department reserves the right to delay the contract award until after that date if such a delay is in the best interest of the State.

The contract will be awarded to the offeror(s) whose proposal is most advantageous to the Department, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points or have the lowest cost.

10. Contract Negotiations

Contract negotiations will be conducted with the selected offeror on April 15, 2011. In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to finalize a contract with the next most advantageous offeror without undertaking a new procurement process.

11. Contract Effective Date

The anticipated contract start date is July 1, 2011. The contract is subject to the appropriate state approvals. No work may be performed by the offeror until the contract is fully executed. The Department assumes no liability for any work performed by the selected offeror in anticipation of a binding contract prior to the approval date from the Department of Finance and Administration.

12. Protest Deadline

Any protest by an offeror must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive offerors shall begin on the day following the notice of contract award. Protests must be written and must include the name and address of the protestor and the request for proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Department. The protest must be delivered to:

Danny Sandoval, Deputy Director
Administrative Services Division
P. O. Box 2348
Santa Fe, New Mexico 87504-2348
Telephone: (505) 827-1356
e-mail: Danny.Sandoval@state.nm.us
fax: (505) 827-1356

C. GENERAL REQUIREMENTS

This procurement shall be conducted in accordance with the New Mexico Procurement Code, 13-1-28 NMSA 1978, GSD Procurement Regulation 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section of the RFP in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

2. Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal and presentation of any proposal or material submitted in response to this RFP shall be born solely by the Offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the Prime Contractor is solely responsible for fulfillment of the contract with the Department. The Department shall make contract payments to only the prime contractor and shall consider the selected Offeror to be the sole point of contact with regard to any final contract.

4. Subcontractors

Use of subcontracts shall be clearly explained in the proposal. If subcontractors are used, however, the Offeror, as prime contract, will be held fully responsible for fulfillment of the contract.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

7. Proposal Offer Firm

Response to this RFP shall be signed by an individual authorized to be the Offeror. The cover letter shall state that the offer, including proposal prices, remains valid for ninety (90) days after the due date for receipt of proposals or sixty (60) days after receipt of the final best and final offer, if one is submitted.

8. Disclosure of Proposal Contents

The proposals shall be kept confidential until contracts are awarded by the

Department. At that time, all proposals and documents pertaining to the proposals shall be open to the public, except for the material that is proprietary or confidential.

All information for which Offerors request confidential or proprietary treatment shall be identified by stamp or imprint. Proprietary or confidential material shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential materials are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978.

If a request is received for disclosure of material for which an Offeror has made a written request for confidentiality, the Procurement Manager 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 shall be so disclosed. The Offeror shall notify the Procurement Manager ten (10) days in advance of instituting legal action intended to prohibit disclosure. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual purchase of services offered until valid written contracts are fully executed and approved by DFA and other appropriate Federal and State 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 Department determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated or modified if sufficient appropriations or authorizations do not exist. Such termination shall be effected by sending written notice to the Contractor. The Department's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns shall 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 the Department 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 Department and a Contractor shall follow the format specified by the Department and contain the terms and conditions set forth in Appendix B, "Contract Terms and Conditions". The Department reserves the right to initiate negotiations with a successful Offeror of 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 shall be incorporated into the contract.

Should an Offeror object to any of the Department's Contract Terms and Conditions, as contained in Appendix B, in the response the Offeror shall specifically identify objectionable terms and conditions, policies, or standards. The Offeror shall propose specific alternative language that would be acceptable to the Department. General references by an Offeror to the terms and conditions or attempts at complete substitutions are not acceptable to the Department and shall result in disqualification of the Offeror's proposal.

Offerors shall provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. The Department shall accept or reject the proposed changes to the Term and Conditions, policy and standards for all Offerors and, in most instances, the Offeror's Best and Final Offer, if deemed necessary, shall incorporate the final language.

All contracts for professional services are subject to the review and approval of the Department of Finance and Administration pursuant to Section 13-1-118 NMSA 1978 and DFA Rule 2 NMAC40.2.

16. Offeror's Terms and Conditions

Offerors shall submit with the proposal, a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the Department.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, shall be discussed only between the Department and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Procurement Manager shall reject the proposal of any Offeror who is not a

responsible Offeror or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, at its sole discretion, 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 failed to meet the mandatory requirements and/or does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representative

The Department reserves the right to require a change in contractor representative if the assigned representative is not, in the opinion of the Department, adequately performing the scope of work specified in the contract.

21. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, 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. Department Rights

The Department reserves the right to cancel the procurement, to accept all or a portion of an Offeror's proposal, and to reject any or all proposals received in response to this RFP when it is in the best interest of the State to do so.

23. Right to Publish

Throughout the duration of this procurement process and contract terms, Potential Offerors, Offerors and Contractors shall secure from the Department written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement of the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

24. Ownership of Proposals

The Department shall retain ownership of all copies of each Offeror's Response to this RFP.

25. 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.

26. 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

offeror's possession and the version maintained by the Department, the versions maintained by the Department shall govern.

27. Suspension and Debarment Requirement

The offeror shall certify, by signing the agreement attached hereto as Appendix B, that to the best of its knowledge and belief that the offeror and/or its Principals are not or have not been debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal department or agency.

28. Pay Equity Initiative

If the Offeror has ten (10) or more employees OR eight (8) or more employees doing the same job, Offeror must complete and submit the PE 10-249 form with their bid or proposal. If Offeror has two hundred and fifty (250) or more employees Offeror must complete and submit the PE250 form. 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 (PE10-249 or PE250, depending on their size at the time) within thirty (30) days of the annual bid or proposal at the completion of the contract, which ever comes, first. 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) days of meeting or exceeding the size requirement. Offeror must also agree to levy this contract if said subcontractor(s) meets, or grows to meet, the state 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 subcontractor, within ninety (90) days of subcontractor meeting or exceeding the size requirement.

The Pay Equity Initiative is the result of the Governor's Executive Order Number 2009-049. The Executive Order is reproduced in its entirety at:

<http://www.generalservices.state.nm.us/spd/eo/pdf>

The full Implementation Guidance for the Executive Order can be found at:

<http://www.generalservices.state.nm.us/spd/guidance.pdf>

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal.

B. NUMBER OF COPIES

Offerors shall provide an original and three (3) identical copies of their proposal, to the location specified in Section 1, Paragraph D, on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

All proposals shall be typewritten on standard 8 ½ x 11 paper and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, spreadsheets and other graphics. The proposal is limited to eight (8) pages of narrative excluding the summary, attachments and forms.

1. Proposal Organization

Within each section of its proposal, Offeror's shall address the items in the order in which they appear in this RFP under Mandatory Specifications. All forms provided in the RFP must be complete and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements will be deemed non-responsive and may result in rejection or decreased competitiveness of the proposal on that basis.

The proposal shall be organized and indexed in the following format and shall contain, at a minimum, all listed items in the sequence indicated.

2. Letter of Transmittal

Each proposal shall be accompanied by a letter of transmittal. The letter of transmittal shall:

- a. Identify the submitting organization;
- b. Identify the name, title, address and telephone number of the person(s) authorized by the organization to be contacted for clarification, negotiate the contract on behalf of the organization, and contractually obligate the organization;
- c. Be signed by the person authorized to contractually obligate the organization; and,
- d. Acknowledge receipt of any and all amendments to this RFP, if applicable.

3. Table of Contents

The table of contents shall contain a list of material in the proposal and the page number where the information can be found.

4. Proposal Summary

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

5. Mandatory Specifications

A total of **100 points** may be scored in the evaluation of the offeror's proposal pursuant to the following criteria.

a. ORGANIZATIONAL CAPACITY (30 Points)

- 1) Describe your agency's mission and a history of its service provision (a detailed service description will appear later in the Specifications)
- 2) Provide an organizational chart (identify position, title & name) reflective of the services your agency is requesting in this proposal. Provide current curriculum vitae for every individual who will be performing any portion of the services under this contract. (15 points)
- 3) Describe how your organization will be prepared to deliver requested services beginning July 1, 2011. Include to what degree your organization will be ready in terms of staffing, funding, policies and procedures and standards. Describe obstacles you may have in beginning service by July 1st.

b. EXPERIENCE & EXPERTISE (30 Points)

- 1) Provide a chart which shows FY 2010 (July 1, 2009 through June 30, 2010) sexual assault training completed. Include dates (mo./yr.), location, hours, number of participants, type of participants.
- 2) Provide the same chart for FY 2011 July 1, 2010 through June 30, 2011) Sexual Assault Training completed.
- 3) Describe the sexual assault training provided during FY 07 (July 1, 2006 through June 30, 2007) through FY 09 (July 1, 2008 through June 30, 2009). Include as much detail as possible in terms of the location, dates, hours, number of and type of participants.

- 4) Describe your system or proposed system for verifying, tracking and paying medical bills associated with sexual assault injury/treatment. Indicate whether this system is already in place.
- 5) Provide a written statement, signed and dated by the agency's Executive Director that affirms the information detailed in items 5b (1) through (4) above.
- 6) Describe your agency's experience pertinent to this proposal. Summarize what your agency has learned (i.e., successes and problems encountered) from providing these services and the impact on how services are delivered.
- 7) Attach a copy of the latest site-visit report/compliance evaluation by either the HSD or another funding source that would monitor services most similar to those described in this RFP. Provide, if applicable, a copy of your agency's plan to address any weaknesses.

c. CUSTOMER SATISFACTION (10 Points)

Provide a copy of your customer satisfaction summaries from three recent sexual assault trainings provided by your agency within the last three months.

d. DEMONSTRATION OF RESPONSIVENESS (5 Points)

Demonstrate why your agency's offer is the most advantageous to BHSD.

e. CONTRACTUAL REQUIREMENTS & BUDGET (15 points)

The Offeror shall complete the form set out as Form 1 to certify agreement with the contractual requirements and to propose the requested budget for the required services.

f. FINANCIAL CAPABILITY (10 Points)

- 1) Submit a balance sheet for your most recent twelve (12) months of operation.
- 2) Compensation will be provided on a cost reimbursement basis, calling for the availability of about two months of start-up funding or a line of credit. (ie. You will bill for July services on August 10th. You will be paid at approximately the end of August). How does this situation relate to your financial capability to provide the service?

g. COMPLIANCE AND ACCEPTANCE STATEMENT (accept/reject)

- 1) The offeror shall provide a signed statement which explicitly indicates acceptance of the Conditions Governing the Procedures stated in Section II

and that the Offeror agrees to comply with all requirements as described in this RFP, including all appendices, attachments, written clarifications, and amendments provided during the procurement process. The Offeror shall specifically address acceptance of the Contract Terms and Conditions attached as Appendix B in the Compliance Statement.

2) If the Offeror is unwilling to comply with any terms, conditions, or other requirements of this RFP, the Offeror shall clearly describe any deviations and include a complete explanation of why such deviations are proposed.

h. RESPONSES TO SUSPENSION AND DEBARMENT REQUIREMENT (accept/reject)

The Offeror must respond to its ability to meet the suspension and debarment requirements described in Appendix B – Contract Terms and Conditions, Paragraph 27 to certify compliance with the Federal Regulations relating to Suspension and Debarment.

i. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS (accept/reject)

This section is optional. The Offeror may propose additional terms and conditions for consideration.

j. RESPONSE TO BONDING AND INSURANCE (accept/reject)

The Offeror must describe its capability and willingness to obtain a fidelity bond and to obtain professional liability insurance and property insurance for liability and hazard, pursuant to the Contract Terms and Conditions attached as Appendix B.

k. RESPONSE TO OFFEROR QUALIFICATIONS/CONFLICT OF INTEREST (accept/reject)

The Offeror must respond to its ability to meet the qualifications described in Section I Paragraph C of this RFP.

l. RESPONSE TO PAY EQUITY INITIATIVE (accept/reject)

The Offeror must respond to its ability and willingness to meet the requirements of the Pay Equity Initiative as described in Section II – Conditions Governing the Procurement, Paragraph C - General Requirements, Item 28 - Pay Equity Initiative of this RFP.

FORM 1

COMPLIANCE WITH CONTRACTUAL REQUIREMENTS

1. Initial each item below in the space provided to indicate your agency's acceptance of each activity. Fill in the amount that your agency is proposing for each item listed below. Attach other documentation as requested. Please make sure the attachments are labeled to correspond to the below paragraph numbers/letters. **The total amount requested cannot exceed \$142,658.**

a. Training and Technical Assistance Services - The Offeror shall provide technical assistance and training services to sexual abuse program coordinators, State Entity (SE) staff and statewide training for all professionals working with sexual abuse victims, with an emphasis on children. The Offeror shall submit to the BHSD for prior approval all proposed materials to be used and activities to be performed.

1) TRAINING. The OFFEROR shall: _____Initials

a) Provide sexual abuse program coordinators with training in the following areas: protocol for evidence collection; information on New Mexico statutes, law enforcement and legal advocacy; sexual abuse response system coordination among agencies; utilization of volunteers in providing services; skills on fund raising; community education and prevention of child sexual abuse; treatment methodologies; and other relevant issues as requested by the new coordinators.

_____Initials

b) Train professional staff at the Sequoyah Adolescent Treatment Center and CARE Unit. Focus of training will be on issues relevant to appropriate victim and offender treatment methodologies.

_____Initials

c) Train statewide professionals on child sexual abuse. A minimum of four (4) hours per Behavioral Health Region is required. Each training session must have a minimum of ten participants.

_____Initials

d) Provide technical assistance and training to the SE including but not limited to: NMCSAP, applicable statutes, medical fund

and billing. Technical assistance should also assure that needs of sexual assault victims are addressed when the, SE develop uniform clinical criteria for levels of care across a region, and regional quality management plan which includes regional access to services.

_____Initials

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

_____Initials

- f) PAYMENT REQUEST FOR TRAINING SERVICES: __ hours @ ____./hr. = TOTAL: \$_____

_____Initials

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

PAYMENT REQUEST: \$_____.

_____Initials

- 3) The Offeror will coordinate a statewide Sexual Abuse Awareness Week in conjunction with Victims Rights Week. The Offeror will coordinate with the SE at the time that the statewide Sexual Abuse Awareness Week activities are being planned. Activities include: preparing a packet of rape awareness information for all sexual assault coordinators; developing public service announcements for television, radio, and newspapers; coordinating sexual abuse activities statewide by networking with sexual assault coordinators; promoting public awareness of sexual abuse; developing fund raisers, etc.

PAYMENT REQUEST: \$_____

_____Initials

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

PAYMENT REQUEST: \$_____ _____Initials

ATTACH A COPY OF THE NEEDS ASSESMENT INSTRUMENT

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

PAYMENT REQUEST: \$_____ _____Initials

ATTACH A SAMPLE OF A BROCHURE THAT YOUR AGENCY HAS DESIGNED AND PRINTED

- 6) The Offeror will produce 1800 Sexual Assault Evidence Collection Kits for adults and children and disseminate to medical personnel, hospitals, and other appropriate agencies/individuals. The Offeror will be responsible for purchasing materials used in the kits and assembling, storing, and distributing the kits. Kits are to be disseminated no later than two (2) weeks from receipt of request. The Offeror will be responsible for all revisions of kit contents and instruction sheet(s) as recommended by the New Mexico State Crime Laboratory and the BHSD. The Offeror will be required to keep a detailed listing of all recipients. An updated list of kits assembled as well as updated listing of recipients must be maintained on site.

PAYMENT REQUEST: _____ kits @ \$_____/kit
TOTAL: \$_____ _____Initials

b. Sexual Assault Medical Fund (9.62)

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

_____Initials

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

_____Initials

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

_____Initials

- 2) The Offeror will notify all potential medical providers that the Offeror will be receiving, processing, and verifying all sexual assault medical bills prior to reimbursement.

_____Initials

- 3) The Offeror will notify all potential forensic medical exam providers that the victim is not to be billed for any portion of the forensic medical exam.
_____Initials
- 4) The Offeror will collect, open, date, and keep a log of all billings upon receipt. All billings shall include Billing and Medical Verification Forms for each consumer. The billing statements and verification forms will be proofed for accuracy on signatures, services rendered, and amount requested.
_____Initials
- 5) Any billing which is inaccurate, incomplete, or is not relevant to a sexual assault will be returned to the medical provider with a rejection letter stating the reason for rejection.
_____Initials
- 6) Processing of sexual assault medical bills will occur on a monthly basis. Processing of bills begins on the last working day of each month to allow all medical providers sufficient time to submit billings for consumers. The Offeror will utilize the documents entitled "Reimbursement Procedures for Medical Services" (which will be supplied by BHSD) in its tracking process.
_____Initials
- 7) The Offeror will be responsible for developing a tracking system for all reimbursed services for each victim. Information will include at a minimum: (1) date of treatment; (2) date paid; (3) name of medical provider; (4) amount requested; and (5) amount paid. The tracking system must be maintained and kept up-to-date on a monthly basis.
_____Initials
- 8) The Offeror will submit the following documentation to the BHSD on the 15th day of the month:
 - a) A listing of each provider which will include all consumers who were provided services and the amount billed for each consumer; and
 - b) A distribution voucher to include: (a) sequential numbers on the left column by each medical provider, and (b) a listing of each medical provider and the amount to be paid. Distribution vouchers will be provided to the Offeror by the Department. The sequential numbers on the distribution voucher shall match those on the aggregated billing for each

medical provider.

_____Initials

- 9) The Offeror shall be responsible for mailing a check to each medical provider with appropriate back-up documentation.
_____Initials
- 10) The BHSD will provide ongoing technical assistance to the Offeror with regard to the sexual assault medical billing process.
_____Initials
- 11) The Offeror is responsible for protecting the confidentiality of the victims. Consumer's names are not a matter of public record and, therefore, will not be disclosed except for verification of payment purposes.
_____Initials
- 12) In the event the Offeror receives refund checks from physicians, hospitals, insurance companies, etc., a tracking log must be kept to include: the provider; date check was received; check number; invoice number (from which original bill was paid); and amount of refund. A copy of the log with the checks must be submitted monthly along with all other required documentation specified above.
_____Initials
- 13) The Offeror will work with medical providers such as the SANE Projects, to assure that other reimbursement sources such as Medicaid/Salud and Crime Victims Reparation Commission are utilized when possible.
_____Initials
- 14) The Offeror shall work with the Crime Victims Reparation Commission to develop a usual and customary allowable billing structure in order to create an equitable, manageable, responsible format for medical agencies to submit billings for rape exams. The Offeror shall implement this structure after receiving approval from BHSD.
_____Initials
- 15) PAYMENT: MEDICAL FUND: **\$784,596** (based on actual billings for free forensic medical exams, and capitated payments of \$150 per victim per incident for medical treatment).
_____Initials

- 16) Offerors shall demonstrate coordination and participation with community coalitions addressing local needs, such as maternal and child health planning councils, DWI coalitions, local associations for retarded citizens, school health coalitions, and business association.

_____Initials

- 17) The Department will be providing the Contractor with information regarding the Health Insurance Portability and Accountability Act (HIPAA) as it impacts the Department business partners. The General Provisions of the FY11 contract will contain pertinent language. On April 14, 2003 the HIPAA Privacy Regulations went into effect. On October 16, 2003, the HIPAA Transactions and Code Sets Regulations became effective. Subsequent billing practices will comply with these requirements. No other method-billing will be acceptable.

_____Initials

I understand that although the Department will provide me with information regarding HIPAA and will add language to the FY11 General Provisions that address HIPAA compliance by the Department in their relationship with business partners, I am responsible for assuring that my business practices comply with HIPAA requirements.

_____/_____/_____
name title date

IV. EVALUATION

The Department shall conduct a comprehensive, fair, and impartial evaluation of the proposal received in response to this RFP. The Department shall be the sole judge in the selection of the Offerors. The Department shall establish an Evaluation Committee, which shall evaluate proposals. The Committee shall consist of members who are familiar with particular aspects of this procurement and standards of criteria for the specific areas of the RFP. The Department may, at its discretion, designate members to the Committee who are not employees of the Department and who have experience in specific areas of the RFP. The Committee shall evaluate each qualifying proposal on the basis of technical merit. Cost proposals shall only be reviewed for Offerors achieving an adequate score on technical merit.

EVALUATION POINT TABLE SUMMARY FACTORS

The following is a summary of evaluation factors and the point value assigned to each. These weighted factors will be used in the evaluation of the individual Offeror proposals. Only finalist Offerors will receive points for the oral presentation, if one is conducted.

Factor	Points
Organizational Capacity	30
Experience & Expertise	30
Customer Satisfaction	10
Demonstration of Responsiveness	5
Contractual Requirements & Budget	15
Financial Capability	10
Compliance & Acceptance Statement	Accept/Reject
Response to Suspension/Debarment Requirement	Accept/Reject
Offeror's Additional Terms/Conditions (Optional)	Accept/Reject
Response to Bonding and Insurance	Accept/Reject
Response to Offeror Qualifications/Conflict of Interest	Accept/Reject
Response to Pay Equity Initiative	Accept/Reject
Total Points	100

C. EVALUATION PROCESS

1. All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified, including contracting references in addition to those given by the Offeror.
4. Responsive proposals will be evaluated based on the factors set out in Section IV that have been assigned a point value, taking into consideration the offeror's qualifications, overall understanding of and approach for implementing the project and the demonstrated experience and ability to provide the requested services. The responsible offerors with the highest scores will be selected as finalist offerors based upon the proposals submitted. If Best and Final offers are required, finalist offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible offeror whose proposal is most advantageous to the State of New Mexico, taking into consideration the evaluation factors in Section IV, will be recommended for contract award as specified. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejections regardless of overall score.
5. The contract award is subject to the successful negotiation of the contract.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix B.

The Acknowledgement of Receipt Form must be signed and returned to the Procurement Manager no later than close of business on **March 7, 2011**. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the Department's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (**circle one**) intend to respond to this Request for Proposals.

Bobbie Lightle
Procurement Manager – Department of Human Services
P.O. Box 2348
Santa Fe, New Mexico 87504
Telephone: (505) 476-9282
Fax Number: (505) 476-9277
Bobbie.Lightle@state.nm.us

All deliveries via express carrier should be addressed as follows:

Bobbie Lightle
Procurement Manager – Department of Human Services
37 Plaza la Prensa
Santa Fe, New Mexico 87507

APPENDIX B
SAMPLE PROFESSIONAL SERVICES CONTRACT
CONTRACT TERMS AND CONDITIONS

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract (PSC) is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the "HSD", and **NAME OF CONTRACTOR**, hereinafter referred to as the "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 MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. The Contractor shall perform the work identified in Exhibit A:
- B. Services will be performed throughout the state.
- C. Performance Measures.

The Contractor shall substantially perform the following Performance Measures identified in Appendix A.

The receipt of the deliverables contemplated under this PSC shall assist the HSD in obtaining its goal(s) as set forth in its Strategic Plan on page(s) _____.

2. Compensation.

A. **The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FY12.** The total amount payable to the Contractor for Training, Technical Assistance and support services, pursuant to the deliverables detailed in Appendix A, is \$_____, including gross receipts tax and expenses. The total amount payable to the Contractor for management of the Medical Fund shall not exceed \$_____, including gross receipts tax and expenses. The New Mexico gross receipts tax levied on the amounts payable under this PSC in FY 12 shall be paid by the Contractor.

B. **The total amount payable to the Contractor under this PSC, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FY13.** The total amount payable to the Contractor for Training, Technical Assistance and support services, pursuant to the deliverables detailed in Appendix A, is \$_____, including gross receipts tax and expenses. The total amount payable to the Contractor for management of the Medical Fund shall not exceed \$_____, including gross receipts tax and expenses. The New Mexico gross

receipts tax levied on the amounts payable under this PSC in FY 13 shall be paid by the Contractor.

Payment in FY12 and FY13 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 HSD no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HSD 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 HSD 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 HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS PSC SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This PSC shall terminate on **June 30, 2015** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). 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.

4. Termination.

A. Termination. This PSC may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this PSC, the HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the HSD is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 PSC. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this PSC may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as

determined by the HSD or if, during the term of this PSC, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS PSC.

B. Termination Management. Immediately upon receipt by either the HSD or the Contractor of notice of termination of this PSC, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this PSC without written approval of the HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this PSC; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD and records generated under this PSC. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the HSD upon termination and shall be submitted to the HSD as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this PSC without the prior written approval of the HSD.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this PSC 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 HSD.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this PSC shall become the property of the State of New Mexico and shall be delivered to the HSD no later than the termination date of this PSC. Nothing developed or produced, in whole or in part, by the Contractor under this PSC shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the PSC. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

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

B. If the HSD proposes an amendment to the PSC 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 PSC, pursuant to the termination provisions contained herein, or to agree to the reduced funding.

14. Merger.

This PSC 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 PSC. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this PSC.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this PSC, 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 Section 38-3-1 (G) NMSA 1978. By execution of this PSC, the 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 PSC.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the term of the PSC and effect and retain them for a period of five (5) years from the date of final payment under this PSC. The records shall be subject to inspection by the HSD, the Department of Finance and Administration and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this PSC shall not foreclose the right of the HSD to recover excessive or illegal payments.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the HSD 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 PSC, 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 PSC. 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 PSC 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 HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If the 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, the Contractor certifies, by signing this PSC, 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 no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between the Contractor and the State exceed \$250,000 dollars.

B. The Contractor agrees to maintain a record of the number of employees

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

C. The 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:
www.insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); the Contractor agrees 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.

22. Employee Pay Equity Reporting.

The 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 PSC, 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 the Contractor has 250 or more employees the 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, the 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 the 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, the 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. The 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. The 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, the 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. The 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. The Contractor acknowledges that this subcontractor requirement applies even though the Contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this PSC was procured pursuant to a solicitation, and if the Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this PSC.

23. Invalid Term or Condition.

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

24. Enforcement of PSC.

A party's failure to require strict performance of any provision of this PSC 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 PSC 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.

25. Notices.

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

To the HSD: Bobbie Lightle, Program Manager
 Department of Human Services
 P.O. 2348
 Santa Fe, New Mexico 87504
 BobbieLightle@state.nm.us

To the Contractor: Name of Contractor
 Street/P.O. Box Address
 City, State, ZIP Code
 Email Address

26. Authority.

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

27. Debarment and Suspension.

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this PSC the Contractor certifies by signing this PSC, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this PSC, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or Local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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

(1) The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate

the PSC.

a. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the HSD when it requests subcontractor approval from the HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, State or Local department or agency, the HSD may refuse to approve the use of the subcontractor.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, parties have executed this PSC as of the date of signature by the DFA Contracts Review Bureau, below.

By: _____
Sidonie Squier, Secretary Designate
Human Services Department

Date: _____

By: _____
Mark H. Reynolds, Acting General Counsel
Human Services Department

Date: _____

By: _____
Contractor

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 00-000000-000

By: _____
New Mexico Taxation and Revenue Department

Date: _____

This PSC is approved by the DFA Contract Review Bureau:

By: _____
Contracts Review Bureau
New Mexico Department of Finance and Administration

Date: _____

Exhibit A
Scope of Work

The Contractor shall:

A. TRAINING AND TECHNICAL ASSISTANCE

Catchments Area: Statewide

1. Provide technical assistance and training services to sexual abuse program coordinators and statewide training for all professionals working with sexual abuse victims, with an emphasis on children. The Contractor shall submit to the Behavioral Health Services Division (BHSD) of the Department, for prior approval, all proposed pertinent materials and activities.
2. Provide sexual abuse program coordinators with training in the following areas: protocol for evidence collection; information on New Mexico statutes, law enforcement and legal advocacy; sexual abuse response system coordination among agencies; utilization of volunteers in providing services; skills on fund raising; community education and prevention of child sexual abuse; treatment methodologies; and other relevant issues as requested by the new coordinators.
3. Train professional staff at the Sequoyah Adolescent Treatment Center and CARE Unit. Focus of training will be on issues relevant to appropriate victim and offender treatment methodologies.
4. Train statewide professionals on child sexual abuse. A minimum of four (4) hours, per contract year, for each Behavioral Health Collaborative Region is required. Each training session must have a minimum of ten participants.
5. Provide technical assistance and training to the contracted State Entity (SE) regarding but not limited to: NMCSAP, applicable statutes, medical fund and billing. Technical assistance should also assure that needs of sexual assault victims are addressed when the SE develops uniform clinical criteria for levels of care across a region and regional quality management plan which includes regional access to services.
6. Submit agendas for training (including site, topics and presenters) in writing to the BHSD two weeks prior to the training. Agendas shall be approved by the BHSD. A monograph of each training (to include a list of participants, agenda, handouts, and evaluations) shall be submitted to the BHSD along with the reimbursement request.

PAYMENT (Activities 1-6): _____ hours @ \$_____/hr = \$_____

7. The Contractor shall coordinate and facilitate two (2) meetings of the sexual abuse program coordinators and a representative of each Value Options regional office. The Contractor will be responsible for incurring the following expenses: actual mileage costs for the coordinators and approved guests. Meetings will be one (1) to two (2) days in duration and focus will be to build a cohesive statewide network for sexual assault coordinators.

PAYMENT (Activity 7): \$ _____

8. The Contractor shall coordinate statewide Sexual Abuse Awareness activities in conjunction with the National Alliance against Sexual Violence Awareness Month. The Contractor will coordinate with each of the Value Options regional offices which are operational at the time of the statewide Sexual Abuse Awareness Week activities are being planned. Activities include: preparing a packet of rape awareness information for all sexual assault coordinators; developing public service announcements for television, radio, and newspapers; coordinating sexual abuse activities statewide by networking with sexual assault coordinators; promoting public awareness of sexual abuse; developing fund raisers, etc.

PAYMENT (Activity 8): \$ _____

9. The Contractor shall continue to develop, disseminate, and analyze a needs assessment questionnaire to all statewide sexual abuse coordinators, Sequoyah Adolescent Treatment Center and CARE Unit staff, and other pertinent individuals. The questionnaire will focus on services provided by the Contractor, identification of service needs in each community, and suggestions on the Resource Manual, the Evidence Kit, and all other brochures/documents disseminated by the Contractor. The questionnaire will include a listing of all available sexual abuse materials including films, slides, brochures, articles, books, etc. The Contractor will utilize the results of this assessment to create their plan for services. The Contractor will not request reimbursement for training or other services until the assessment is complete. **The Contractor shall revise the current form and submit for BHSD approval prior to implementation.**

PAYMENT (Activity 9): \$ _____

10. The Contractor shall, with input from experts, revise, develop (if appropriate), print, store, and disseminate statewide a minimum of six (6) sexual abuse brochures.

PAYMENT (Activity 10): \$ _____

11. The Contractor shall produce 1,800 Sexual Assault Evidence Collection Kits for Adults and Children and disseminate to medical personnel, hospitals, and other appropriate agencies/individuals. The Contractor will be responsible for purchasing materials used in the kits and assembling, storing, and distributing the kits. Kits are to be disseminated no later than two (2) weeks from receipt of request. The Contractor will be responsible for all revisions of kit contents and instruction sheet(s) as recommended by the New Mexico State Crime Laboratory and the BHSD. The Contractor will be required to keep a detailed listing of all recipients. An updated list of kits assembled as well as updated listing of recipients must be maintained on site. 1800 kits @ \$15.89/kit

PAYMENT (Activity 11): \$ _____

12. The Contractor shall be responsible for developing, updating, adding to, and maintaining a sexual abuse resource library. The library shall include films from the Sex Crime Prosecution and Treatment Program, current literature on sexual abuse issues, and other resource/research oriented materials deemed pertinent. The Contractor shall purchase films relevant to sexual abuse/assault as well as books, pamphlets, and other types of literature. The Contractor will maintain an updated list of all literature, articles, etc. as well as listing of all films. The Contractor will devise an equitable checkout system and disseminate materials being requested.

PAYMENT (Activity 12): \$ _____

13. The Contractor shall aggregate data from the Sexual Assault History Forms submitted by community mental health providers and/or the essential providers (Albuquerque Rape Crisis Center, Daybreak Center, Inc., La Pinon Sexual Assault Recovery Services of Southern New Mexico, Santa Fe Rape Crisis Center, Inc., and Community Against Violence). In addition to aggregating all data elements contained in the form, the Contractor will:

- a. Maintain a monthly log of forms received by provider;
- b. Disseminate an original sexual assault form to the providers, as requested,
- c. Provide technical assistance on the sexual assault history form; and
- d. The monthly sexual assault history form tally shall be provided to BHSD no later than ten (10) days after the last day of the month. The Contractor agrees to provide sexual assault history form data on Microsoft ACCESS

PAYMENT (Activity 13): \$ _____

TOTAL BUDGET - TRAINING AND TECHNICAL ASSISTANCE \$ _____

B. SEXUAL ASSAULT MEDICAL FUND

1. Process and verify sexual assault medical bills (i.e., Medical treatment bills and forensic medical exam bills) as provided for in the Sexual Crimes Prosecution and Treatment Act, Sections 29-11-1, et seq., NMSA 1978. All payments for said medical services will be processed by the Contractor based on documentation submitted and approved by the Department.
2. Ensure that a per victim medical treatment payment does not exceed the \$150.00 maximum limit. For those consumers having multiple medical treatment providers, the Contractor shall pay on a first come, first served basis. If billings are received during the same month and exceed the allowable \$150.00 limit, the Contractor shall then prorate the monies among the providers. Sexual assault medical treatment is defined as including: physical treatment for injuries, ambulance service and emergency room visit.
3. Reimburse medical treatment bills within thirty (30) days of receipt of the bill.
4. Pay the full cost for the forensic medical exam within ninety (90) days of receipt of the bill. The Contractor is responsible for full payment of all forensic medical bills received within one year of the date of examination. A forensic medical exam is defined as including: examination of physical trauma and determination of penetration or force through physical observation and documentation for injuries, including x-rays for documentation of internal injuries and a pelvic exam; patient interview; and the collection and evaluation of evidence which includes baseline and one follow-up test(s) for sexually transmitted disease including gonorrhea, serological test for syphilis, test for HIV, Chlamydia, etc.; baseline and one follow-up pregnancy test; physician fee for observation; documentation and evidence collection; and motile sperm examination.
5. Notify all potential medical providers that the Contractor will be receiving, processing, and verifying all sexual assault medical bills prior to reimbursement.
6. Notify all potential forensic medical exam providers that the victim is not to be billed for any portion of the forensic medical exam.
7. Disseminate the "BHSD Medical Provider Application" to all potential medical providers. The Contractor shall submit completed applications to the Department for review and approval.
8. Collect, open, date, and keep a log of all billings upon receipt. All billings shall

include Billing and Medical Verification Forms for each consumer. The billing statements and verification forms will be proofed for accuracy on signatures, services rendered, and amount requested.

9. Return to the medical provider any billing, which is inaccurate, incomplete, or is not relevant to a sexual assault with a rejection letter stating the reason for rejection.
10. Process sexual assault medical bills on a monthly basis. Processing of bills begins on the last working day of each month to allow all medical providers sufficient time to submit billings for customers. The Contractor will utilize the documents entitled "Reimbursement Procedures for Medical Services" (which will be supplied by BHSD in its tracking process).
 - a. Develop a tracking system for all reimbursed services for each victim. Information shall include at a minimum: (1) date of treatment; (2) date paid; (3) name of medical provider; (4) amount requested; and (5) amount paid. The tracking system must be maintained and kept up-to-date on a monthly basis.
 - b. Submit the following documentation to the BHSD on the 8th day of each month during the term of the contract: a listing of each provider which will include all consumers who were provided services and the amount billed for each consumer; and a distribution voucher to include: sequential numbers on the left column by each medical provider, and a listing of each medical provider and the amount to be paid. Distribution vouchers will be provided to the Contractor by the Department. The sequential numbers on the distribution voucher shall match those on the aggregated billing for each medical provider.
 - c. Mail a check to each medical provider with appropriate back-up documentation
 - d. Report any medical provider billing irregularities to the Department. The Department shall investigate the reported irregularities. Department shall take appropriate action based on the findings of its investigation.
 - e. Protect the confidentiality of the victims. Consumer's names are not a matter of public record and, therefore, will not be disclosed except for verification of payment purposes.
 - f. Maintain a tracking log in the event that the Contractor receives refund checks from physicians, hospitals, insurance companies, etc. The tracking log must be kept A copy of the log with the checks must be submitted monthly along with all other required documentation specified in above.

- g. Work with medical providers such as the SANE Projects, to assure that other reimbursement sources such as Medicaid/Salud and Crime Victims Reparation Commission are utilized when possible.
 - h. Work with the Crime Victims Reparation Commission to develop a usual and customary allowable billing structure in order to create an equitable manageable, responsible format for medical agencies to submit billings for rape exams.
 - i. Implement the usual and customary billing structure after receiving approval from BHSD.
11. The Department shall provide ongoing technical assistance to the Contractor with regard to the Sexual assault medical billing process.
12. MEDICAL FUND payments (currently \$784,596) based on actual billing for free forensic medical exams, and capitated payments of \$150 per victim per incident for medical treatment).

TOTAL BUDGET SEXUAL ASSAULT MEDICAL FUND: \$ _____

C. MEDICAL FUND MANAGEMENT

- 1. The Contractor shall be reimbursed \$ _____ per month for twelve (12) months for Processing and Verification of Medical Bills.

PAYMENT (Activity 26): \$ _____

TOTAL BUDGET \$ _____

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the HSD's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the HSD's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].¹

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.²

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

¹ A goal is an "output" measure. It measures the quantity of a service provided. For example, the number of students graduated or promoted; the number of two-lane highways repaired; or the number of crimes investigated. It also can measure the quantity of a service provided that meets a certain quality requirement. For example, the number of students graduated or promoted who meet a minimum preset level of achievement; the number of miles of roads repaired to a minimum safety standard; or the number of criminal investigations performed that result in identification of a prime suspect.

² An accomplishment is an "outcome" measure. These indicators measure accomplishments or results that occur (at least partially) because the services were provided. For example, the percentage of students achieving a specified skill level in reading, the percentage of miles of roads in excellent, good or fair condition; or the percent reduction in serious crimes or the percent of residents who perceive their neighborhoods as safe.