

STATE OF NEW MEXICO

Crime Victims Reparation Commission



Request for Proposals

For the Provision of Services For:

- (1) Sexual Violence Statewide Infrastructure
- (2) Child & Adolescent Sexual Assault/Abuse Exam Services
- (3) Sexual Assault Services Providers

RFP # 24-780-P707-00100

RFP Release Date: May 1, 2023

RFP Amended May 11, 2023

~~Proposal Due Date: May 26, 2023~~

New Proposal Due Date June 5, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

PURPOSE OF THIS REQUEST FOR PROPOSAL	4
PROCUREMENT MANAGER	4
SEQUENCE OF EVENTS TIMELINE	4
ISSUANCE OF RFP	5
TERM OF THE AWARD	5
ELIGIBILITY	5
ELIGIBILITY REQUIREMENTS AND RESTRICTIONS	5
ACKNOWLEDGEMENT OF INTEREST	5
QUESTIONS REGARDING RFP	5
SUBMISSION OF PROPOSALS: ELECTRONIC ONLY	5
PROPOSAL EVALUATION	6
SELECTION OF FINALISTS	6
NOTICE OF AWARD DETERMINATION	6
PROTESTS	6
CONTRACTUAL AGREEMENTS	6
FUNDING STRATEGY	6
APPROPRIATION AND AVAILABILITY OF FUNDS	7
SCOPE OF WORK AND DELIVERABLES	7
PRIORITY CONSIDERATION	14
UNALLOWABLE ACTIVITIES	14
DELIVERABLES	14
UNDERSERVED POPULATIONS	15
NONDISCLOSURE OF CONFIDENTIAL OR PRIVATE INFORMATION	15
EQUAL OPPORTUNITY/CIVIL RIGHTS COMPLIANCE	16
PROVIDING MEANINGFUL ACCESS TO VICTIMS WITH LIMITED ENGLISH PROFICIENCY (LEP)	17
METHOD OF PAYMENT	17
SUPLANTING PROHIBITION	17
REPORTING REQUIREMENTS	17
AUDIT REQUIREMENTS	18
TRAINING REQUIREMENTS	18
NO COPYRIGHT RESTRICTIONS	19
NEW MEXICO EMPLOYEES HEALTH COVERAGE	19
GENERAL REQUIRMENTS	20
ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT	20
INCURRING COST	20
PRIME CONTRACTOR RESPONSIBILITY	20
SUBCONTRACTORS/CONSENT	20
AMENDED PROPOSALS	20
APPLICANT'S RIGHTS TO WITHDRAW PROPOSAL	20
PROPOSAL OFFER FIRM	20
DISCLOSURE OF PROPOSAL CONTENTS	20
NO OBLIGATION	21
TERMINATION	21
SUFFICIENT APPROPRIATION	21
REVIEW	21
GOVERNING LAW	21
BASIS FOR PROPOSAL	21
CONTRACT TERMS AND CONDITIONS	21
APPLICANT TERMS AND CONDITIONS	22
CONTRACT DEVIATIONS	22
APPLICANT QUALIFICATIONS	22
RIGHT TO WAIVE MINOR IRREGULARITIES	22
CHANGE IN CONTRACTOR REPRESENTATIVES	22
NOTICE OF PENALTIES	22
AGENCY RIGHTS	22
RIGHT TO PUBLISH	23

OWNERSHIP OF PROPOSALS.....	23
CONFIDENTIALITY.....	23
ELECTRONIC MAIL ADDRESS REQUIRED	23
FUNDING PRIORITIES & PROPOSAL SUBMISSION.....	23
PROPOSAL FORMAT AND ORGANIZATION.....	23
EVALUATION SUMMARY	25
SEND PROPOSAL TO.....	25
APPLICATION SECTION	27
STATE OF NEW MEXICO SAS GRANT APPLICATION FORM INSTRUCTIONS.....	27
NARRATIVE INSTRUCTIONS.....	27
ADDITIONAL DOCUMENTATION REQUIRED	30
FINAL STEP INSTRUCTIONS.....	32
PROPOSAL ADDITONAL FORMS	33
Appendix A Core Standards: Advocate Training.....	35
Appendix B Core Standard - Confidentiality.....	41
Appendix C Core Standard - Employee+Volunteer Code of Ethics	52
Appendix D Core Standard - PREA	56
Appendix E Core Standard - SAEK Victim Notification	59
Appendix F Core Standard - Therapy Service	63
Appendix G Acknowledge of Interest Form	66
Appendix H Campaign Contribution Form.....	68
Appendix I State Sexual Assault Application Form	72
Appendix J Certification of Consultations Form.....	75
Appendix K Agency Certification Form	77

INFORMATION SECTION

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is to provide Sexual Assault Services (SAS) throughout the state of New Mexico. There are three Purpose Areas included in this RFP. The New Mexico Crime Victim Reparation Commission (CVRC) is issuing this RFP for FY 2024. The initial contract term is for the 12-month period beginning on July 1, 2023 and ending on June 30, 2024. CVRC reserves the right to extend the contract on an annual basis, or any portions thereof, for up to three (3) additional years. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978. These statewide and/or regional, county or community services must be provided in accordance with the applicable Federal, State, and local laws. The total amount of funding available through this RFP for the 12-month period is approximately **\$2,120,000.00, of which \$1,120,000 is NONREOCCURRING**, and is subject to legislative appropriations of funding, and budget approval by the Department of Finance and Administration

PROCUREMENT MANAGER

CVRC has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address and email address are listed below:

Marivel Baca, Procurement Manager
Marivel.Baca@cvrc.nm.gov
NM Crime Victims Reparation Commission
6200 Uptown Blvd NE Suite, 210
Albuquerque, NM 87110

Any inquiries or requests regarding this procurement should be submitted, in writing, **via email**, to the Procurement Manager. Applicants may contact ONLY the Procurement Manager regarding this procurement. Other State employees or Evaluation Committee members do not have the authority to respond on behalf of the agency. All inquiries must be emailed, inquires via the phone or other mediums will be deemed nonresponsive to the RFP.

SEQUENCE OF EVENTS TIMELINE

	Action	Responsibility	Date
1	Issuance of RFP	CVRC	5/01/2023
2	Acknowledgment of Interest Form via email	Agency	5/8/2023 by 4:00 pm MST
3	Deadline to submit written questions	Potential Offerors	5/15/2023 NEW 05/18/2023 by 4:00 PM MST
4.	Response to written Questions	Procurement Manager	5/18/2023 NEW 5/19/2023
5.	Submission of Proposal	Potential Offerors	05/26/2023 NEW 6/5/23 4:00 PM MST
6.	*Proposal Evaluation	Evaluation Committee	5/27/2023 NEW 6/6/23– 6/21/2023
7.	* Selection of Finalists approved by CVRC Commission	CVRC	6/22/2023
9.	* Preliminary offer(s) notification via email	CVRC	6/22/2023
10.	* Finalize Contractual Agreement routed for signatures	CVRC/Finalist Offerors	6/23/2023
11.	* Contract awards	Agency/Finalist Offerors	TBD
12.	* Protest	Finalist Offerors	+ 15 days

ISSUANCE OF RFP

This RFP is being issued on behalf of the New Mexico State Crime Victims Reparation Commission on May 01, 2023.

TERM OF THE AWARD

The term of the contract is July 1, 2023 – June 30, 2024. The initial contract term is for the 12-month period beginning on July 1, 2023 and ending on June 30, 2024. CVRC reserves the right to extend the contract on an annual basis, or any portions thereof, for up to three (3) additional years.

ELIGIBILITY

Applicants must be able to present their organizational capacity to complete the mandatory elements outlined within their proposal. **The New Mexico Crime Victims Reparation Commission has determined that applications will be ineligible for consideration if they are late, incomplete or fail any of the mandatory elements outlined within the Request for Proposal Solicitation.**

ELIGIBILITY REQUIREMENTS AND RESTRICTIONS

Eligible applicants under this RFP will reply to one of the three Purpose Areas listed within the scope of work and deliverables. Applicants can apply for more than one Purpose Area. However, applicants that do must submit separate and complete applications for each Purpose Area. Eligibility requirements for Applicants under each Service Provision is defined within the Scope of Work. Applicants that do not meet the eligibility requirements under the Purpose Area in which they are applying will be deemed ineligible and non-responsive to the RFP.

ACKNOWLEDGEMENT OF INTEREST

The Acknowledgement of Interest form is optional. However, only those Applicants who email an Acknowledgement of Interest form will receive emailed notification of RFP amendments and/or questions. Interested Applicants can email an Acknowledgement of Interest form to Marivel Baca, Marivel.Baca@cvrc.nm.gov, by **May 8, 2023**, to be notified of any RFP amendments and to receive responses to emailed questions regarding the RFP.

QUESTIONS REGARDING RFP

Questions regarding the RFP must be emailed to Marivel.Baca@cvrc.nm.gov no later than 4:00 PM (Mountain Standard Time) **May 18, 2023** ~~May 15, 2023~~. Only Applicants who email an Acknowledgement of Interest form will receive a written response to the questions. The response to questions will be disseminated on **or before May 19, 2023**.

SUBMISSION OF PROPOSALS: ELECTRONIC ONLY

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies. Facsimile, Postal Service or Delivery Service will not be accepted.

Proposals are due, via electronic submission to CVRC at Marivel.Baca@cvrc.nm.gov by **4:00 PM MST/MDT ON June 5, 2023** ~~May 26, 2023~~. Proposal arriving after **4:00 PM MST/MDT** will be disqualified from consideration. It is strongly recommended that applications submitted with read and delivery receipt options selected. The State of New Mexico email system does not accept attachment that exceed the 20MB limit. If your proposal or additional documents require files that exceed this limit, applicants are instructed to submit the proposal in several emails. Emails must clearly report the number of emails to expect. For example, this is Sunshine County Services State HT Services Proposal 1 of 4 or Additional Documents 1 of 4. The entire proposal must be submitted and received by **4:00 PM MST/MDT on June 5, 2023** ~~May 26, 2023~~. If only part of the application is received on time the proposal will be disqualified from consideration. Proposals submitted by facsimile, or other means will not be accepted.

It is the Applicant's responsibility to ensure all documents are completely attached and submitted electronically via email by the deadline set forth in this RFP. CVRC cannot receive or accept ZIP files or condensed files.

NO LATE PROPOSAL CAN BE ACCEPTED.

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

PROPOSAL EVALUATION

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Applicants who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Applicants.

SELECTION OF FINALISTS

The Evaluation Committee will select the finalist and the Procurement Manager will notify the Applicants as per schedule, Sequence of Events or as soon as possible.

NOTICE OF AWARD DETERMINATION

Applicants will be notified of award determination. Selected Applicants may be asked to submit revisions to their proposals as per schedule, Sequence of Events or as soon as possible. Applicants not selected will also receive determination notification.

PROTESTS

Any protest by an Applicant must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of Preliminary award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered via electronic submission to:

Frank Zubia, Director
New Mexico Crime Victims Reparation Commission
Email address: Frank.Zubia@cvrc.nm.gov

CONTRACTUAL AGREEMENTS

Any contractual agreement(s) resulting from this RFP that support statewide needs and priorities as established within CVRC's funding strategies and plan, will be finalized with the applicants taking into consideration the evaluation factors set forth in this RFP. CVRC anticipates supporting numerous awards with this RFP. These contractual agreements will be emailed per the Sequence of Events, this date is subject to change at the discretion of the State or relevant Agency Procurement office. In the event mutually agreeable terms cannot be reached in the time specified, the State reserves the right to finalize a contractual agreement with the next most advantageous applicant without undertaking a new procurement process. The award is subject to appropriate Commission and State approval.

FUNDING STRATEGY

The State of New Mexico Implementation Plan outlines the funding strategy for the sexual assault and sexual violence programming awards issued through CVRC. To continue successful projects, encourage sustainability and fund new

projects, CVRC adheres to the following funding strategy for its Sexual Violence State Funds: All projects that were successfully implemented and managed during the initial grant year will be eligible for continuation funding for up to an additional three years, at the initial re-occurring allocation level, for a total of four years of funding pending State budget approval. The non-reoccurring funds will not be eligible for continuation.

APPROPRIATION AND AVAILABILITY OF FUNDS

The total amount of funding available through this RFP is subject to legislative appropriations of funding, and budget approval by the Department of Finance and Administration. For State Fiscal Year 2024, **\$2,120,000.00 is available across all three Purpose Areas, of which \$1,120,000 is NON-REOCCURRING. Proposals must clearly indicate in their proposal narrative, deliverables and budget which components are being applied for under the non-reoccurring and which is reoccurring.**

SCOPE OF WORK AND DELIVERABLES

Eligible applicants under this RFP will reply to one of the three Purpose Areas listed within this scope of work and deliverables. Applicants can apply for more than one Purpose Area. However, applicants must submit separate and complete applications for each Purpose Area. Eligibility requirements for applicants under each Purpose Area are defined within the Scope of Work. Applicants that do not meet the eligibility requirements under the Purpose Area in which they are applying will be deemed ineligible and non-responsive to the RFP.

Purpose Area 1: Sexual Violence Statewide Infrastructure

Applicants under Purpose Area 1 will provide statewide infrastructure, services, programs, and coordination to support statewide sexual assault services, intervention services and programs. Applicant must be an organization with the capacity to function across the State.

The successful applicant will be a non-profit, non-governmental New Mexico organization that has provided the following statewide services for a minimum of five years:

- Training and technical assistance to sexual assault service providers (rape crisis services, SANE programs, and community mental health agencies) throughout New Mexico on issues related to sexual violence, evidence-based practice, agency management, and coordinated community responses to addressing sexual violence, national trends, and collecting current State and national data specific to sexual violence.
- Development and dissemination of sexual assault program requests for proposals, solicitation of potential applicants, convening and facilitation of proposal review committees, development of contracts, and management of the fiscal and programmatic services provided by subgrantees.
- Established staff positions that currently provide training and technical assistance to sexual assault service providers (rape crisis services, SANE programs, and community mental health agencies) throughout New Mexico.

Applicant's proposal, under this Section, must include documentation of all **nine** components listed below **in which you are applying for**, along with services and elements indicated. ***Applicants who do not meaningfully address all **nine** components in which you are applying for will be deemed nonresponsive to the RFP and will be ineligible for funding.***

Component 1: SANE Program Services Funding, Technical Assistance, and Coordination

- Statewide SANE Coordination through a Statewide SANE Coordinator housed within the proposing agency who is responsible for collaboration among other community partners, medical providers, social service organizations, crime labs and law enforcement groups.
- Issuance of a solicitation for funding for new and existing SANE service providers within New Mexico, to include tribal communities.
- Technical Assistance provided to all existing and developing SANE programs, funded by the proposing agency. Statewide Task Force meetings, site visits, conference calls, and daily contacts to be included.

- Provision of statewide or regional SANE recurring trainings and updates to include new training to all pediatric SANE nurses to bring them into compliance.
- Inclusion of national best practice models.
- Demonstration of continuous service provision.
- For both the applicant and each funded SANE program: outreach to priority populations.

Applicants under this Purpose Area Component 1 must at a minimum support the following deliverables within their application:

- Must describe how the applicant will provide this assistance.
- Must indicate the frequency and nature of the statewide or regional recurring trainings the applicant will provide to SANE service providers, and all funding sources used to implement these trainings.
- Must describe what evidence-based, or best practice models the applicant has integrated into its program operations, and what future best practice activities the applicant is working towards.
- Must describe the applicant’s plans to reach out to members of the community who may not seek the organization’s proposed services due to stigmatization, fear of retribution, historical trauma, or other identified barriers to service access.
- Must identify the barriers to accessing services and describe plan(s) to overcome or circumvent the identified barriers, and how the applicant will reach these communities.
- Must provide a copy of the solicitation for funding, proposal review process, list of proposed applicants selected with award amounts and draft subrecipient awards for new and existing SANE service providers within New Mexico, to include tribal communities.
- Must provide quarterly data reports from all funded SANE programs.

Component 2: Provision of Community Resources

- Provision of business hours-answered, toll-free, general information telephone access from anywhere in New Mexico.
- Assistance with and sharing of current resources specific to sexual violence, including national research materials, literature, and audio/visuals.
- Distribution of referral information to local community resources and SANE programs.

Applicants under this Purpose Area Component 2 must at a minimum support the following deliverables within their application.

- Must describe how the applicant will provide the community with resources and assistance.
- Must provide a quarterly report outlining the community resources provided during that reporting period. (Examples: outreach, literature provided, community events, etc.)

Component 3: Connection to Regional Partners and Programming

- A clear definition of the geographic regions to be served.
- Implementation of services in urban and rural settings including tribal communities.

Applicants under this Purpose Area Component 3 must at a minimum support the following deliverables within their application:

- Must describe how the applicant will provide this assistance.
- Must include justification for the selection of that geographic region supported by data, priority population description, and other key elements for the applicant’s decision.
- Must identify locations where the applicant would conduct services, and the oversight mechanisms the applicant would deploy to assure continuity of services and service delivery.
- Must describe any differences in providing the proposed services the applicant expects to encounter given population locations.

- Must describe how the applicant will work with other organizations that may lend their expertise in serving rural populations, or tribal communities; and/or experience working in higher density population areas.
- Must provide a quarterly report outlining activities during that reporting period.

Component 4: Specialized Training

- Training for therapists, social workers, probation/parole officers and investigators on responding to, interviewing, and treating youth with sexual behavior problems.
- Training on creating access for survivors with intellectual and physical disabilities.
- Demonstration of the ability to select and deliver trauma-informed and evidence-informed training programs. Subcontractors may be used to provide such trainings but must meet all contract criteria and be approved by CVRC.
- An increase of the number of therapists in New Mexico who are certified through a nationally recognized training program that utilizes best practice therapeutic interventions to perpetrators, including sexually abusive youth (18 years and under).
- **Applicants must demonstrate the ability to select and deliver trauma informed, evidence informed training programs. Subcontractors may be used to provide such trainings but must meet all contract criteria and be approved by CVRC. Successful Applicants should be able to demonstrate their capacity to authentically engage and meet the needs of learners.**

Applicants under this Purpose Area Component 4 must at a minimum support the following deliverables within their application:

- Must describe how the applicant will provide this assistance.
- Must be able to demonstrate capacity to authentically engage and meet the needs of learners.
- Must show capability to provide intensive trainings, including working with the treatment of perpetrators, sexually reactive youth, and juvenile sex offenders in community-based settings.
- Must provide copy of proposed subcontract elements for prior approval by CVRC.
- Must provide a quarterly report outlining activities during that reporting period.
- **Must provide the number of therapists who will receive first-time training and certification to provide care for perpetrators (including sexually abusive youth), the frequency of the training, and any recurring or updated trainings the Applicant plans to conduct.**
- **Must provide the number of mental health providers, child welfare workers and/or law enforcement participants who will receive training and/or certification in trauma-informed approaches to identification and treatment of high-risk populations who have been victims of sexual assault/abuse.**
- **Must provide the number of participants working with children and adolescents with disabilities who will receive training, the frequency and duration of the training, and any follow-up services or training the Applicant plans to conduct.**
- **Must identify a nationally recognized training program to provide best practice therapeutic interventions to perpetrators, including sexually reactive youth and provide justification for the selection, including its evidence-based, best practice characteristics.**
- **Must describe technical assistance specific to assisting sexual violence survivors with disabilities, provided to SANE and SAS staff as well as other New Mexicans referred.**
- **If the Applicant does not directly provide the training and certification, must provide a description explaining how it will collaborate with organizations that do provide direct training and certification. **Please note: A Letter of Support acknowledging the partnership that includes the collaborating organization's qualifications and experience must be included in the Applicant's Additional Documentation Required.****
- **Must indicate its plan to provide documentation of the training (e.g., training locations, frequency, and issuance of certification), as well as track those who successfully complete the initial training recurring training(s) attendance.**

Component 5: Statewide Coordination of Child Sexual Abuse Efforts

- Technical assistance, training, media, and policy development specific to children under 18. Must demonstrate evidence of strong existing collaboration throughout New Mexico
- Statewide Child Sexual Abuse Coordination through a Statewide Child Sexual Abuse Coordinator housed within the proposing agency who is responsible for collaboration among other community partners, medical providers, social service organizations, and community mental health agencies
- Technical Assistance provided to all existing and developing child SASP, SANE, Community Mental Health, and agencies serving un and underserved communities on policy, practice and advocacy specific to child sexual abuse. Statewide Task Force meetings, site visits, conference calls, and daily contacts to be included.
- Provision of occasional statewide or regional child sexual abuse trainings and updates on policy, practice, and advocacy in combination with other funding sources.
- Inclusion of national best practice models.
- Outreach to priority populations specific to child sexual abuse issues.
- ~~• Applicants must demonstrate the ability to select and deliver trauma informed, evidence informed training programs. Subcontractors may be used to provide such trainings but must meet all contract criteria and be approved by CVRC.~~
- Successful applicants should be able to demonstrate their capacity to authentically engage and meet the needs of learners.

Applicants under this Component 5 must at a minimum support the following deliverables within their application:

- Must indicate the frequency and quantity of technical assistance contacts, indicating 'type' (SASP, SANE, etc.).
- Must indicate the frequency and quantity of task force meetings by purpose/topic and participants.
- Must indicate the frequency and nature of any statewide or regional trainings the Applicant will provide to multi-disciplinary service providers, and all funding sources used to implement these trainings.
- Must describe plans to locate national /international best practices and policies to share with NM. Indicate number of best practices shared and to whom.
- Must describe the plans to assist New Mexico organizations for creating access to children from priority populations.
- ~~• Must provide the number of therapists who will receive first time training and certification to provide care for perpetrators (including sexually abusive youth), the frequency of the training, and any recurring or updated trainings the applicant plans to conduct.~~
- ~~• Must provide the number of mental health providers, child welfare workers and/or law enforcement participants who will receive training and/or certification in trauma informed approaches to identification and treatment of high risk populations who have been victims of sexual assault/abuse.~~
- ~~• Must provide the number of participants working with children and adolescents with disabilities who will receive training, the frequency and duration of the training, and any follow up services or training the applicant plans to conduct.~~
- ~~• Must identify a nationally recognized training program to provide best practice therapeutic interventions to perpetrators, including sexually reactive youth and provide justification for the selection, including its evidence based, best practice characteristics.~~
- ~~• Must describe technical assistance specific to assisting sexual violence survivors with disabilities, provided to SANE and SAS staff as well as other New Mexicans referred.~~
- ~~• If the applicant does not directly provide the training and certification, must provide a description explaining how it will collaborate with organizations that do provide direct training and certification. Please note: A Letter of Support acknowledging the partnership that includes the collaborating organization's qualifications and experience must be included in the applicant's Additional Documentation Required.~~
- ~~• Must indicate its plan to provide documentation of the training (e.g., training locations, frequency, and issuance of certification), as well as track those who successfully complete the initial training recurring training(s) attendance.~~
- Must provide copy of proposed subcontract elements for prior approval by CVRC.
- Must provide a quarterly report outlining activities during that reporting period.

Component 6: Sexual Assault Legal Technical Assistance

- Provide assistances to prosecutors, investigators, social workers, policy makers, advocacy programs, SANE Programs, and community mental health centers.

Applicants under this Purpose Area Component 6 must at a minimum support the following deliverables within their application:

- Must describe how the applicant will provide this assistance, to include an estimated number of technical assistance instances within the fiscal year and what outreach efforts will be made to inform providers statewide of this resource.
- Must provide information regarding the types of technical assistance requests anticipated.
- Must include the minimum qualifications for the Sexual Assault Legal Technical Assistance Provider position.
- Must provide a quarterly report outlining activities during that reporting period.

Component 7: Statewide Sexual Assault Hotline

- Must describe how applicant will establish a Task Force to determine the feasibility of a Statewide Sexual Assault Hotline and develop a proposed plan to create and sustain this hotline.

Applicants under this Purpose Area Component 7 must at a minimum support the following deliverables within their application:

- Must describe how the applicant will establish a Task Force and its members to include non-profits, governmental, tribal and community to include rural stakeholders.
- Must provide meeting agenda's, minutes, and attendance records.
- Must provide a final report with a proposal to create and sustain a statewide hotline.

Component 8: Sexual Violence Data Collection Work Group

- Must describe how applicant will establish a Work Group to determine the data elements that all sexual violence providers collect.

Applicants under this Purpose Area Component 8 must at a minimum support the following deliverables within their application:

- Must describe how the applicant will establish a Work Group and its members to determine the data elements needing to be collected.
- Must provide meeting agenda's, minutes, and attendance records.
- Must provide a final report with a proposed data elements to be collected.

Component 9: Emergency Funds

- Provide emergency funds to support and address the immediate needs of sexual assault service providers and the adults and children affected by sexual assault and sexual abuse by providing access to appropriate services and situational needs when no other resource is available.

Applicants under this Purpose Area Component 9 must at a minimum support the following deliverables within their application:

- Must describe how the applicant will provide this assistance and include justification on how applicant will collaborate with CVRC when utilizing emergency funds.
- Must provide a quarterly report outlining activities during that reporting period. (No personally identifying information.)

Purpose Area 2: Children and Adolescents Sexual Assault/Abuse Exam Services

Applicants under Purpose Area 2 will ensure the provision of medical evaluations for children and adolescents who have been sexually abused and/or sexually assaulted including, but not limited to: comprehensive physical exams, on-call, 24-hour services, clinical programs, education and training, child advocacy and community services. The successful applicant must be a physician-based clinic (i.e. the physician must be the Director of the program, with the physician providing a high percentage of the exams).

Applicant's proposal, under this Section, must include documentation of the component, listed below, along with services and elements indicated.

Component 1: Children and Adolescents Sexual Assault/Abuse Exam Services

- Demonstrated capacity for leadership role in responding to, treating, and studying child sexual abuse cases, providing education and outreach about child sexual abuse.
- Provision of consultation services for other care providers and follow-up care for sexual abuse and assault victims and their families.
- Demonstrated willingness to lend medical review expertise in severe sexual abuse cases throughout the State and to provide training to high-level professionals and service providers in the area of child maltreatment.
- Provision of opportunities for training to local medical school interns and other students interested in becoming leaders in the field of child abuse and neglect.

Applicants under this Purpose Area Component 1 must at a minimum support the following deliverables within their application:

- Must describe the applicant's range of services for children and adolescents who have been sexually assaulted/abused including clinical, psychological, after-care and other services.
- Must provide a key staffing plan, including the number of full-time employees (FTEs) devoted to the overall program and a brief (one paragraph) biographies of the proposed staff.
- Must provide a plan to collaborate with CVRC, the Statewide SANE Coordinator, community agencies, law enforcement agencies/district attorney's office/judiciary, and other governmental/non-governmental entities.
- Must provide a plan to provide professional-level, community-based education for its various constituents.
- Must provide a quarterly report outlining activities during that reporting period.

Purpose Area 3: Sexual Assault Service Providers

Eligible applicants include rape crisis centers, sexual assault nurse examiner programs or other non-profit, non-governmental victim service organizations, including faith-based and other community organizations, including Tribal non-profit organizations, based in New Mexico, that provide core services, direct intervention, and related assistance to victims/survivors of sexual violence. Applicants under Purpose Area 3 have the option to submit directly to CVRC for funding and administration. Applicants may also submit through an umbrella organization, such as a Statewide Coalition with an infrastructure to operate as a passthrough funding agency. Agencies may only submit one application under this area and must choose to submit directly to CVRC or the umbrella agency, not both. Agencies cannot make changes to this during the four-year procurement period. If agencies choose to submit under an umbrella application, their application in its entirety must be submitted by that umbrella agency. The umbrella agency must include a cover letter describing their ability to be a pass-through agency and a spreadsheet outlining the applications submitted.

Sexual Assault Service Providers fall within three categories:

1) Existing Full Service Sexual Assault Service Agencies (SANE/SASP)

Programs are a sexual assault service agency and are recognized by the statewide sexual assault coalition to provide direct services to survivors of sexual violence (crisis/system advocacy; therapy; case work; shelter;

resources, SANE). These agencies meet or are working to meet the 6 core standards adhered to by all sexual assault service providers within New Mexico. (See Appendix A-F)

2) **Existing Non-Sexual Assault Specific Agencies (SANE/SASP)**

Agencies that provide a wide range of services that include a program that provides one or more services to survivors of sexual violence. These agencies must have a working knowledge of the 6 core standards adhered to by all sexual assault service providers within New Mexico. (See Appendix A-F)

3) **New Sexual Assault Services (SANE/SASP)**

Agencies that do not currently provide sexual assault services to address expanding access to services for victims of sexual violence of all ages, by geography or underserved community. Must work with the statewide sexual assault coalition to work towards meeting the 6 core standards adhered to by all sexual assault service providers within New Mexico. (See Appendix A-F)

All agencies providing sexual assault services must agree to participate in all virtual and in-person sexual violence related Task Force meetings and calls, attend statewide sexual violence coalition and CVRC sponsored trainings for direct service providers, including the 40-hour Foundations in Advocacy Training.

All agencies, as applicable, who are awarded funds must agree to commit to all 6 Sexual Assault Core standards created by the SASP Task Force (See appendix A-F). In addition, SANE and PREA service proposing agencies must agree to commit to all SANE and/or PREA statewide requirements.

~~Applicant's proposal, under this Section, must include documentation of the component, listed below, along with services and elements indicated.~~

~~Included within this allocation is a minimum of \$200,000.00 to support organizational development and capacity building of indigenous tribal sexual assault programs who have been severely underfunded throughout New Mexico. Underfunded sexual violence programs will be determined and identified through the agency's total operating budget. Programs whose budgets are less than \$500,000.00 will be given priority consideration.~~

Applicant's proposal, under this Section, must include documentation of the component listed below, along with services and elements indicated.

Component 1: Sexual Assault Service Providers Victim Services

Intervention and related assistance may include, but are not limited to:

- 24-hour hotline services offering crisis intervention services and referral.
- Professional, confidential accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, RCC, and court proceedings.
- Professional, confidential crisis intervention, individual and group support services, and comprehensive service coordination and supervision to assist sexual assault victims/survivors and family or household members and those collaterally affected by the victimization.
- Information and referral to assist the sexual assault victim/survivor and family or household members.
- Community-based, linguistically, and culturally specific services and support mechanisms including outreach activities for underserved communities.
- Development and distribution of materials on issues related to the services described above.
- Accessibility outreach, interpretation services, translation services, Limited English Proficiency activities, and purchase of adaptive equipment.
- Outreach activities to increase access for un-served, inadequately served, and underserved populations.

Applicants under this Purpose Area Component 1 must at a minimum support the following deliverables within their application:

- Must demonstrate the capacity to provide sexual assault intervention and/or sexual assault nurse examiner services and advocacy services for victim/survivors of sexual violence (and their families), including provision of acute, short-term care for a minimum of 50 people per year in crisis who present at the applicant's organization, or at various locations within its system.
- Must demonstrate the capacity to provide professional, confidential, individual and group therapy and/or advocacy to survivors of sexual assault, their families, and loved ones.
- Must demonstrate the capacity to provide support and advocacy for assault survivors who are involved in the legal and judicial systems by providing an advocate during the initial police reporting, formal investigation, grand jury hearings, at trials, and during sentencing. ~~applicant will not provide legal representation to the individuals described.~~
- Must demonstrate the knowledge and skills necessary to address issues specific to populations with disproportionately high rates of sexual assault.
- Must submit a quarterly report for all activities performed under this award.

PRIORITY CONSIDERATION

A requirement of this State funded Sexual Assault Services Grant is to make subgrants under this award giving priority to areas of varying geographic size with the greatest demonstration of need; to take into consideration the population of the geographic area to be served; to distribute monies equitably on a geographic basis, including non-urban and rural areas of various geographic sizes; and to identify and address the needs of the underserved populations in New Mexico.

UNALLOWABLE ACTIVITIES

Grant funds under this RFP may not be used for any unauthorized purposes, including but not limited to the following activities:

- Lobbying
- Fundraising
- Research projects
- Providing domestic violence services that do not relate to sexual violence
- Activities focused on prevention efforts

DELIVERABLES

Agencies must provide the Deliverables for the Purpose Area in which they are applying. Deliverables must include Goals, Measurable Objectives, Implementing Activities, and Project Evaluation Activities. These deliverables must address all components of the purpose area in which you are applying and how this is tied to the budget. There is no form provided for this and there is no page limit. Deliverables must provide:

- 1) **Goals:** General statements about what the Applicant would like to achieve among a particular population or geographical area, relative to a demonstrated program need as identified in the problem statement. A goal is NOT an ultimate societal goal.
- 2) **Measurable Objectives (MO):** Quantifiable (includes numbers) statements that support the goal and specify what must be done to maintain, increase, decrease, enhance, improve, or change to achieve your desired outcome and to what degree
- 3) **Implementing Activities:** What will be done
- 4) **Performed By:** Who will do it
 - 1) **Timeline:** When it will be done
 - 2) **Impact Evaluation Activities:** Accomplishments upon completion of each step (that is, significant events, deadlines, responsible parties, and measurement of success).

All major activities listed must occur within the grant year 07/01/2023 – 06/30/2024 and should be represented in the budget.

UNDERSERVED POPULATIONS

Underserved victim populations include but are not limited to the following definitions:

Geographic location

Rural
Tribal
Underserved Urban
Other

Racial/Ethnic Groups

Hispanic
Native American
African-American
Pacific Islander
Other

Non-English Speaking

Spanish-speaking
Speaks a Native American language
Speaks an Asian language
Speaks another non-English language

Other Special Needs Populations

Mentally/emotionally challenged
Physically/medically challenged
Older victim
Migrant farm worker
LGBTQI
Immigrant
At-risk group (e.g., incarcerated, sex worker, substance abuser, etc.)
Other

Applicants may include training of their organization’s staff by members of the region’s underserved population(s) in the Primary Project Components section. This activity may be supported in the proposed budget.

NONDISCLOSURE OF CONFIDENTIAL OR PRIVATE INFORMATION

To ensure victim/survivors are served and ethical standards are upheld grantees and subgrantees may not disclose personally identifying information about victims served with these funds without a written release unless a statute or court order require the disclosure of the information. This applies whether the information is being requested for a grant program or another Federal agency, State, tribal, or territorial grant program. This provision also limits disclosures by subgrantees to other grantees, including disclosures to statewide or regional databases.

“Personally identifying information” means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, including (but not limited to) a first and last name; a home or other physical address; contact information (including a postal, email or Internet protocol address, or telephone or facsimile number); a social security number; and any other information, including date of birth, racial or ethnic background, or religious affiliation that, in combination with other information, would serve to identify any individual. The specifics of what information is protected may depend on the individual situation. Grantees should be cognizant of their specific environment, including the size of their population, in making the determination of what information they might need to protect in order to prevent disclosures that could be used to locate individual victims.

Releases must be written, informed and reasonably time limited. At a minimum, victims should understand why the information would be shared, who would have access to the information, and what information would be shared. What time period is reasonable will depend on the specific situation.

The victim should sign releases unless the victim is a non-emancipated minor or a person with disabilities that is unable to sign. In the case of a minor, the minor and a parent or guardian should sign the release; in the case of a person with disabilities, a legally appointed guardian should sign it. The abuser of the minor or person with disabilities or the abuser of the other parent of the minor may not give consent.

If release is compelled by statutory or court mandate, the grantee or subgrantee must make reasonable attempts to notify affected victims and take steps necessary to protect the privacy and safety of such victims.

Grantees and subgrantees may share non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying demographic information in order to comply with Federal, State, tribal or territorial reporting, evaluation, or data collection requirements.

Grantees and subgrantees may share court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes.

Grantees and subgrantees may share law enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.

For the purpose of file review during onsite visits by CVRC, subgrantees may choose to redact files in lieu of securing a written release.

EQUAL OPPORTUNITY/CIVIL RIGHTS COMPLIANCE

To receive these funds, a successful applicant must agree to the following civil rights provisions:

The subgrantee 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.

Subgrantee will comply (and will require any contractors to comply) with any applicable Federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 US C. § 3789d); the Victims of Crime Act (42 US C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 US C. § 5672 (b)); the Civil Rights Act of 1964 (42 US C. § 2000d); the Rehabilitation Act of 1990 (42 US C. §§ 12131-34); the Education Amendments of 1972 (20 US C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 US C. §§ 6101-07); 28 C.F.R. pt 31 (US Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (US Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (US Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, sexual preference, age or disability against a recipient of funds, the subgrantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the New Mexico Crime Victims Reparation Commission (CVRC).

Subgrantee will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs and the CVRC, if required to submit one; otherwise, it will provide a certification to the Office for Civil Rights, Office of Justice Programs and the CVRC that it has a current EEOP on file, if required to maintain one. For grantee agencies receiving less than \$25,000, or grantee agencies with fewer than 50 employees, regardless of the amount of the award, no EEOP is required. Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr/.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Subgrantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and conducting its programs and activities. Additional assistance and information regarding LEP obligations can be found at www.lep.gov.

In accordance with Federal civil rights laws, the subgrantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

PROVIDING MEANINGFUL ACCESS TO VICTIMS WITH LIMITED ENGLISH PROFICIENCY (LEP)

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). As noted above, to ensure compliance with Title VI of the Civil Rights Act and the Omnibus Crime Control and Safe Streets Act, recipients are required to take reasonable steps to ensure the LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The US Department of Justice has issued guidance for grantees to assist them in complying with Title VI. The guidance document can be accessed on the Internet at www.lep.gov or by contacting the OJP's Office for Civil Rights at 202-307-0690.

METHOD OF PAYMENT

Method of payment is Cash Reimbursement for Deliverables. A monthly invoice and accounting of deliverables must be submitted by the 10th day following the previous month's expenditures to be eligible to receive a monthly payment. If the 10th day falls on a weekend or holiday the invoice will be due on the last business day prior to the 10th. Applicants may choose to submit invoices on a quarterly basis if written notification is provided.

SUPLANTING PROHIBITION

State funds must be used to supplement existing funds for program activities and may not replace (supplant) other State funds, non-State or Federal funds that have been appropriated for the same purpose. Potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from grants, recoupment of monies provided under this grant and civil and/or criminal penalties.

REPORTING REQUIREMENTS

All subgrantees are required to submit financial, progress and annual performance reports to the CVRC by the due dates. Failure to comply with reporting requirements (including the timely submission of reports) may result in administrative action such as withholding of payments and termination of awards and could affect the awarding of subsequent grants. In addition, applicants' compliance with previous grant reporting obligations will be an important consideration during the proposal review process.

Cash Reimbursement Deliverable Packets: All subgrantees must submit cash reimbursement deliverable packets no later than the 10th day of each month. If the 10th day falls on a weekend or holiday, the invoice will be due on the last business day prior to the 10th. Applicants may choose to submit invoices on a quarterly basis. Failure to submit this packet in an accurate and timely manner will result in a delay or denial of payments.

Deliverable Progress Report: A deliverable progress report must be submitted for each calendar quarter no later than the 10th day of the month following the end of the quarter. If the 10th day falls on a weekend or holiday, the report will be due on the last business day prior to the 10th. Failure to submit this report in a timely and accurate manner will result in a delay or denial of payments or termination of the contract.

Demographic Information: Subgrantees must maintain demographic information on victims for which services were provided. The required data to be collected is included in the progress report form.

Fiscal Management Requirements: Subgrantees are required to provide documentation; audit reports or such records as may be necessary to assure fiscal control, proper fund management and effective disbursement of SAS funds. Accounting for the revenue and expenditures of the SAS award must be maintained.

Programmatic and Financial Reporting Periods:

Reporting Period	Quarter	Due Date
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July - September	1	October 10th
October- December	2	January 10th
January - March	3	April 10th
April - June	4	July 10th

AUDIT REQUIREMENTS

Submit a complete audit review with the application. Subsequent audit reports must be submitted within nine months after the close of the fiscal year to CVRC. Funded agencies must adhere to the single audit requirements of the OMB Circular A-133/ Uniform Guide. If an agency does not meet the single audit threshold programs will be contractually required to have their grant funds reviewed in their annual audit. This is to ensure funds are not being commingled with other funding sources, are tracked, reconcile when randomly tested and there are no red flags for fraud, waste and/or abuse of funds. The testing does not have to rise to the level of an OMB A-133/Uniform Guide audit but must include an agreement that the auditor will perform agreed-upon procedures in accordance with applicable generally accepted auditing standards or attestation standards established by the American Institute of Certified Public Accountants (AICPA).

A sample agreement can include the following:

We have agreed to perform the following procedures and report to you the factual findings resulting from our work:

- The audit will include procedures to verify that the Agency is maintaining separate accounts and accounting records for the State funds, to ensure the funds are accounted for separately and not commingled with any other funding sources.
- A sample of current disbursements charged to the State grants will be reviewed and assessed to determine if the charges comply with the terms of the grants.
- A sample of current invoices submitted to CVRC will be reviewed to assess whether or not cash requests were on a cost reimbursement basis (e.g. the agency incurred the cost prior to the request for payment.)

Submitted audit reports should include:

- The auditor's report on financial statements and a schedule of financial assistance showing the total expenditure for program.
- The auditor's report on compliance containing:
 - A statement of positive assurance with respect to those items tested for compliance.
 - A statement of negative assurance of those items not tested and a summary of all instances of noncompliance.
 - The auditor's report on the study and evaluation of internal control system.

Audit Costs: Subgrantees who are eligible may use funds to support the pro-rated share of reasonable audit costs, which are considered essential to the operation of the project and are allowable.

TRAINING REQUIREMENTS

Registration fees and travel expenditures may be included in the budget.

Mandatory Training Compensation:

All agency staff funded and not funded, providing direct services to victims of crime are required to attend at least one Victim Compensation and Emergency Assistance Funds training workshop during the grant year offered by CVRC.

Mandatory Training Grant Reporting:

The individuals responsible for completing the progress and financial reports must attend at least one Grant Reporting workshop during the grant year.

NO COPYRIGHT RESTRICTIONS

All materials that are developed under this contract must be without copyright restrictions. Any materials that are copied and distributed must receive prior approval from CVRC. An electronic copy of developed materials will be delivered to the Grant Administrator upon completion of the project.

NEW MEXICO EMPLOYEES HEALTH COVERAGE

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

1. For all contracts solicited and awarded on or after January 1, 2008: 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, contractor must agree to:

(a) 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(b) 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000.

(c) 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 Contractor and the State exceed \$250,000.

2. Applicant must agree 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.

3. Applicant must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link to additional information: www.bewellnm.com/

4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the contractor reports combined sales (from State and, if applicable, from local public bodies if from a State price agreement) of \$250,000, \$500,000 or \$1,000,000.

GENERAL REQUIREMENTS

ACCEPTANCE OF CONDITIONS GOVERNING THE PROCUREMENT

Potential Applicants must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in this RFP.

INCURRING COST

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

PRIME CONTRACTOR RESPONSIBILITY

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

SUBCONTRACTORS/CONSENT

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

AMENDED PROPOSALS

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

APPLICANT'S RIGHTS TO WITHDRAW PROPOSAL

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

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

PROPOSAL OFFER FIRM

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

DISCLOSURE OF PROPOSAL CONTENTS

Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Applicant has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Confidential data is restricted to: confidential financial information concerning the Applicant's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA1978 § 57-3A-1 to 57-3A-7.

PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Applicant has made a written request for confidentiality, the Agency shall examine the Applicant's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Applicant takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

NO OBLIGATION

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

TERMINATION

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

SUFFICIENT APPROPRIATION

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

REVIEW

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

GOVERNING LAW

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

BASIS FOR PROPOSAL

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Applicant proposals.

CONTRACT TERMS AND CONDITIONS

The contract between an agency and contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Sample Contract, which can be found on CVRC's webpage along with all of the other required documents for this RFP. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Applicant. The contents of this RFP, as revised and/or supplemented, and the successful Applicant's proposal will be incorporated into and become part of any resultant contract.

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

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

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

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

APPLICANT TERMS AND CONDITIONS

Applicants must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

CONTRACT DEVIATIONS

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

APPLICANT QUALIFICATIONS

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

RIGHT TO WAIVE MINOR IRREGULARITIES

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

CHANGE IN CONTRACTOR REPRESENTATIVES

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

NOTICE OF PENALTIES

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

AGENCY RIGHTS

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

RIGHT TO PUBLISH

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

OWNERSHIP OF PROPOSALS

All documents submitted in response to the RFP shall become property of the State of New Mexico.

CONFIDENTIALITY

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

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

ELECTRONIC MAIL ADDRESS REQUIRED

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

FUNDING PRIORITIES & PROPOSAL SUBMISSION

NEW MEXICO PRIORITIES FOR RFP # RFP # 24-780-P707-00100

The State of New Mexico Crime Victims Reparation Commission 2022- 2025 Implementation Plan outlines funding priorities and strategies. The plan was adopted as part of CVRC's statewide implementation planning process for our federal awards. This state funding must be in compliance with this plan and the priorities identified within. The plan can be found at <https://www.cvrc.state.nm.us/wp-content/uploads/2022/07/2022-2025-Implementation-Plan-Final-June-16-2022-WO-Appendix.pdf>

Proposed projects must adhere to the established priorities outlined within this plan and must support the eligible allowable activities for the SAS grant. The 2022 - 2025 Implementation Plan outlines current and future goals and objectives, types of programs to be funded and how the state will meet the statutory requirements of the SAS award.

All awards are subject to the availability of appropriated funds, the mandated allocation categories and provisions of the SAS award and any modifications or additional requirements that may be imposed by law.

PROPOSAL FORMAT AND ORGANIZATION

All applicants must complete and submit the **State of New Mexico SAS Grant Application** form, submit a **Comprehensive Narrative** for the Purpose Area in which they are applying, submit a **Comprehensive Deliverables** and submit a **Comprehensive Deliverable Based Budget**. ~~Applicants must also send, via email, the Additional Documentation Required.~~ All documents must be submitted as a PDF. (The State Sexual Assault Grant Application form requires Adobe Reader and must be completed as a form and ~~cannot~~ be printed, scanned and emailed as a scanned document.) **Only these four componets are required for submission on June 5, 2023. All additional doucments will be requested at a later date by CVRC.**

The State of New Mexico State Sexual Assault Grant Application is a PDF form, which can be downloaded from the CVRC's website, www.cvrc.state.nm.us. All components of the application must be in PDF format. No other electronic formats will be accepted.

Projects that omit any section will not be considered for funding.

A complete proposal will consist of electronic files, which must be emailed in separate emails.

- One electronic file will be a complete **State of New Mexico SAS Grant Application**, saved as a PDF. The file should be saved and labeled under your agency name, indicating that this is the grant application. Please use the following example: **SunshineCountyRCCApplication.pdf**.
- Another file will be the **Comprehensive Narrative** questions for the Purpose Area of your application. This must adhere to the narrative instructions and be saved as a PDF. The file should be saved and labeled under your agency name, indicating that this is the grant application. Please use the following example: **SunshineCountyRCCNarrativeServiceProvisionArea1.pdf**.
- Another file will be the **Comprehensive Deliverables** questions for the Purpose Area of your application. This must be saved as a PDF. The file should be saved and labeled under your agency name, indicating that this is the grant application. Please use the following example: **SunshineCountyRCCDeliverablesServiceProvisionArea1.pdf**.
- Another file will be the **Comprehensive Deliverable Budget** questions for the Purpose Area of your application. This must be saved as a PDF. The file should be saved and labeled under your agency name, indicating that this is the grant application. Please use the following example: **SunshineCountyRCCDeliverablesBudgetProvisionArea1.pdf**.
- Additional files will be a scanned copy of the Additional Documentation **Required**, in the order outlined below. Applicants must have a title page between each section of Additional Documentation **Required** to index the requested information. The file should be saved and labeled under your agency name, indicating that this is the additional requested information. Please use the following example: **SunshineCountyRCCAdditionalDocumentation.pdf**.

The **State of New Mexico SAS Grant Application form** consists of the following sections in the PDF form. All sections must be completed.

1. Applicant Contact Information
2. Project Summary
3. Standard Conditions

The **State of New Mexico SAS Grant Comprehensive Narrative** questions for the Purpose Area of your application are outlined within the narrative section of the RFP. All sections must be completed, unless not applicable to your agency. Please refer to the instructions in the RFP to determine which narrative questions apply to your application.

The **State of New Mexico SAS Grant Deliverables** for the Purpose Area of your application and should reflect the components of your narrative. Please refer to the instructions in the RFP to determine which narrative questions apply to your application.

The **State of New Mexico SAS Deliverables Budget** for the Purpose Area of your application and should reflect the components of your narrative. Please refer to the instructions in the RFP to determine which narrative questions apply to your application.

The **Additional Documentation Required** file must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated **when requested by CVRC upon preliminary award notification**.

1. Certification of Consultation
2. Job Description/Contracts/Resumes
3. Origination Chart
4. Audit
5. Agency Operational Budget **FY2024 FY2023**
6. Chart of All Funding Sources by Grants FY2022 and FY2023

7. Campaign Contribution Disclosure
8. Agency Certification Form
9. Bylaws and Articles of Incorporation ******(non-profits)
10. Proof of 501c3 Status ******(non-profits)
11. List of Board Members ******(non-profits)
- ~~12. Agency Budget~~

All sections of the **SAS Grant Application Form** must be thoroughly completed, submit a **Comprehensive Deliverables** and submit a **Comprehensive Deliverable Based Budget**. ~~Applicants must also send, via email, the Additional Documentation Required.~~ All documents must be submitted as a PDF. Any proposal that does not adhere to these requirements will be deemed non-responsive and will be removed from consideration for funding. Applicants may attach other materials that they feel may improve the quality of their responses.

EVALUATION SUMMARY

The following is a summary of evaluation factors with point values assigned to each for the project applications. These, along with the general requirements, will be used in the evaluation of Applicants’ proposals. History of prior grant compliance with CVRC will be considered during the evaluation process.

<u>State of New Mexico Sexual Assault Grant Application</u>	50 200 Points Available upon submission
Application Contact information	Pass/Fail*
Project Summary	50-200
Standard Conditions	Pass/Fail*
<u>Comprehensive Narrative</u>	300 Points Available
Comprehensive Narrative	300
<u>Comprehensive Deliverables</u>	250 Points Available
Comprehensive Deliverables	250
<u>Comprehensive Deliverables Based Budget</u>	250 Points Available
Comprehensive Deliverables Based Budget	250
<u>Sexual Assault Services Additional Documentation Required</u>	150 0 Points Available
Certification of Consultation	Pass/Fail*
Job Description/Contracts/Resumes	
Organization Chart	Pass/Fail*
Audit	150-0
Agency Operational Budget FY2023	Pass/Fail*
Chart of All Funding Sources by Grants FY2022 and FY2023	
Campaign Contribution Disclosure	
Agency Certification Form	Pass/Fail*
Bylaws and Articles of Incorporation ** (non-profits)	
Proof of 501 (c)(3) Status ** (non-profits)	
List of Board Members ** (non-profits)	
TOTAL POINT AVAILABLE	1000

~~*Although not scored, if applicable, the information is mandatory and failure to provide this documentation could result in a determination that the applicant’s proposal is non responsive. ** Non profit, non governmental victim services agencies must provide evidence of 501(c)(3) status.~~

SEND PROPOSAL TO

Proposals are due, via electronic submission to CVRC, to Marivel.Baca@cvrc.nm.gov by **4:00 PM (Mountain Standard Time) on June 5, 2023 May 26, 2023**. Proposals arriving after 4:00 PM (Mountain Standard Time) will be disqualified from consideration. It is strongly recommended that applications be submitted with read and delivery receipt options selected.

The State of New Mexico email system does not accept attachments that exceed the 20MB limit. If your SAS Grant Application, Comprehensive Narrative or Additional Documentation Required files exceeds this limit, applicants are instructed to submit the proposal in several emails. Emails must clearly report the number of emails to expect. For example, *this is Sunshine County RCC Departments SAS Application 1 of 4*.

The entire application must be submitted by 4:00 PM (Mountain Standard Time) on ~~June 5, 2023~~ May 26, 2023. If only part of the application is received on time the proposal will be disqualified from consideration. Applications submitted after the deadline for submission will not be accepted. Faxed or mailed proposals will not be accepted.

APPLICATION SECTION

STATE OF NEW MEXICO SAS GRANT APPLICATION FORM INSTRUCTIONS

The SAS Grant Application form consists of the sections outlined in the proposal format and organization sections. Adobe is a free program and can be downloaded at get.adobe.com/reader. Successful candidates must complete each section, ensuring that the information provided is accurate and clearly demonstrates a need within your community for the proposed project. The State Sexual Assault Grant Application must be submitted no later than **4:00PM (Mountain Standard Time) June 5, 2023** ~~May 26, 2023~~, via email to Marivel.Baca@cvrc.nm.gov.

APPLICANT CONTACT INFORMATION INSTRUCTIONS

This section includes information regarding the contact person, authorized person and financial officer for your agency. Additionally, you are providing information regarding the amount of funding you are requesting and basic information about your proposal. Carefully review each part of the contact information section and provide current and accurate information.

PROJECT SUMMARY INSTRUCTIONS

Provide a brief summary of the project that you are proposing in this application. Summaries are limited to 750 characters within the form. Program summaries should be brief, clear, and concise.

STANDARD CONDITIONS INSTRUCTIONS

An authorized individual within your agency must read and agree to all the standard conditions set forth within the application, including all the requirements established within the RFP. An authorized individual within your agency must electronically sign this section. Please retain the original signed forms within your agency. If selected to receive an award, the applicant would provide the original application to CVRC.

DELIVERABLE BASED BUDGET

Prepare the budget and budget narrative from your proposed narrative and deliverables. No form is provided for this; applicants must submit their proposed budget.

BUDGET NARRATIVE INSTRUCTIONS

A complete, itemized, operational project budget narrative must be provided. Justification should clearly indicate that the deliverables are essential to the achievement of the stated objectives. **This is an extremely important section.**

DELIVERABLE INSTRUCTIONS

The Deliverables presents a clear and concise way in which to present your goals, objectives, activities, timeline, and evaluation process. The deliverables should address at a minimum the elements outlined within the Scope of Work. An explanation on how to develop these components is briefly outlined below.

The *Deliverables* are intended to outline: 1) the program goals, measurable objectives, implementing activities, and impact evaluation activities and 2) the timeline for carrying out the implementing activities. It is your detailed game plan, and it informs the proposal reviewers of the ways in which you plan to expend State funds.

NARRATIVE INSTRUCTIONS

Applicants must submit a separate, typed document that responds to the following Comprehensive Narrative questions. Applicants must respond to the narrative questions specific to the Purpose Area in which they are applying.

Comprehensive Narrative responses must adhere to the following formatting and technical requirements: double spaced, 8½ x 11 inch paper, one-inch margins, type no smaller than 12 point font, Times New Roman, Ariel or other reasonable font type, page numbers, and headings and sub-headings that correspond to the sections identified within the narrative. Applicants can create the narrative in Microsoft Word (.doc) or Text Documents (.txt), but must save and submit the document as a PDF file.

The narrative is limited to page limits outlined within each Purpose Area. Applications that exceed the page limits or do not adhere to the formatting and technical requirements will be deemed non-responsive and ineligible for consideration. The topics, provided below, should provide a clear picture of your agency, collaborative partners and the way in which your project will be executed. In addition, the narrative should clearly align with the Scope of Work and required elements within this RFP.

Purpose Area 1: Sexual Violence Statewide Infrastructure Comprehensive Narrative

Applications submitted under Purpose Area 1 must reply to all of the questions listed below. The narrative for Purpose Area 1 cannot exceed forty (40) ~~(25)~~ pages.

Purpose Area 1 Narrative Questions

- Briefly describe your agency/organization. Provide a comprehensive description of your agency's work with victims of sexual violence and assault and support of programs who work with this population. A description of the type of agency (non-profit, governmental, law enforcement, etc.) must be included.
- Describe your agency's fiscal capacity to manage this project successfully. In addition, describe the technical assistance, monitoring, organizational support and capacity building your organization provides to programs who serve victims and survivors of sexual violence and assault.
- Utilizing the eligibility requirements within the RFP describe your organization's eligibility to receive this award and ability to develop and manage this project successfully.
- Identify your project partners and describe the ways in which collaboration will enhance the intended outcome of the project. In addition, identify representatives of underserved populations in New Mexico and the process that your organization will collaborate with to enhance the project.
- Provide a statement that it will be a contractual requirement that all SAS subgrantees will attend a least one CVRC sponsored Victim Compensation training program.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 1: SANE Program Services Funding, Technical Assistance, and Coordination.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 2: Provision of Community Resources.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 3: Connection to Regional Partners and Programming.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 4: Specialized Training.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 5: Statewide Coordination of Child Sexual Abuse Efforts.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 6: Sexual Assault Legal Technical Assistance.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 7: Statewide Sexual Assault Hotline

- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 8: Sexual Violence Data Collection Work Group
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 1 Component 9: Emergency Funds.

Purpose Area 2: Children and Adolescents Sexual Assault/Abuse Exam Services Comprehensive Narrative

Applications submitted under Purpose Area 2 must reply to all of the questions listed below. The narrative for Purpose Area 2 cannot exceed 25 pages.

Purpose Area 2 Narrative Questions

- Briefly describe your agency/organization. Provide a comprehensive description of your agency’s work with victims of sexual violence and assault. A description of the type of agency (non-profit, governmental, law enforcement, etc.) must be included.
- Describe your agency’s fiscal capacity to manage this project successfully.
- Utilizing the eligibility requirements within the RFP describe your organization’s eligibility to receive this award and ability to develop and manage this project successfully. Applicant should focus on their physician-based program and history of providing the mandatory deliverables within this Purpose Area 2.
- Identify your project partners and describe the ways in which collaboration will enhance the intended outcome of the project. In addition, identify representatives of underserved populations in New Mexico and the process that your organization will collaborate with to enhance the project.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 2.

Purpose Area 3: Sexual Assault Service Providers Comprehensive Narrative

Applications submitted under Purpose Area 3 must reply to all of the questions listed below. The narrative for Purpose Area 3 cannot exceed 25 pages, per agency application. Applicants under Purpose Area 3 have the option to submit directly to CVRC for funding and administration. Applicants may also submit through an umbrella organization, such as a Statewide Coalition with an infrastructure to operate as a passthrough funding agency. If agencies choose to submit under an umbrella application, their application in its entirety must be submitted by that umbrella agency. The umbrella agency must include a cover letter (not to exceed 3 pages) describing their ability to be a pass-through agency and a spreadsheet (no limit on pages) outlining the applications submitted.

Purpose Area 3 Narrative Questions

- Briefly describe your agency/organization. A description of the agency’s infrastructure and organizational capacity must be included. Include a description that demonstrates if you are a program that is severely underfunded, operational budget of less than \$500,000, and the impact this has on the agency. Provide a comprehensive description of your agency’s work with victims of sexual violence and assault. A description of the type of agency (non-profit, governmental, law enforcement, etc.) must be included.
- Is your agency a program whose mission is to reach and provide services to underserved, marginalized and/or culturally specific populations. If so, please describe.
- Describe the target population that the project will address. Include barriers to accessing your services that victims are experiencing.
- Describe the nature of the problem that the proposed project will address. (Substantiate the problem with current data and other relevant information, as applicable.)
- Identify underserved, marginalized and culturally specific populations in your region. Describe ways in which your organization is uniquely qualified to provide services to underserved marginalized and culturally

specific populations and/or how your organization will work towards reaching and developing meaningful services for underserved marginalized and culturally specific populations.

- Please describe agency policies and procedures that account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing, including how the agency ensures operational budget to support the costs associated with accessibility. In addition, please describe how your agency provides training for staff regarding the LEP plan and ensuring meaningful access to individuals who are Deaf and hard of hearing and individuals with disabilities.
- Identify your project partners and describe the ways in which collaboration will enhance the intended outcome of the project. In addition, identify representatives of underserved populations in New Mexico and the process that your organization will collaborate with to enhance the project.
- Applicants must meaningfully address the required deliverables outlined within the Scope of Work and Deliverables section for Purpose Area 3.

ADDITIONAL DOCUMENTATION **REQUIRED**

The eleven additional documents listed below will be requested by CVRC upon preliminary award notification and are not required to be submitted with your proposal, The Additional Documentation **Required** is outlined in the proposal format and organization sections. ~~Only the required documents outlined below~~ Application must be submitted no later than **4:00 PM (Mountain Standard Time), June 5, 2023 ~~May 26, 2023~~**, via email to Marivel.Baca@cvrc.nm.gov in a single PDF electronic file. If the file is larger than can be emailed, it can be separated into several smaller emails, include the number of emails to be expected for this section. For example, Sunshine County Additional documentation, 1 of 3. If any agency submits each section as a separate attachment, it will be deemed non-responsive and ineligible. Applicants are asked to maintain an original copy of these documents within their agency.

CERTIFICATION OF CONSULTATION

CVRC requires that all SAS funded programs certify that they have consulted with other state, local or tribal non-profit, non-governmental and governmental victim services programs during the course of the development of their applications and provide dates and content of these planning meetings. To ensure collaboration within communities, all applicants must describe ways in which they consult with other service providers, non-profit, non-governmental and governmental, within the course of the development of their application. CVRC maintains the right to contact all listed collaborative partners within this Certification and RFP as references. A Certification of Consultation Form is provided.

JOB DESCRIPTIONS, CONTRACTS AND RESUMES

Please provide job description(s) followed by the individual's resume for each position listed in the budget. If there is no one currently in the position, then a resume should not be provided. It is allowable to include more than one individual's resume if more than one SAS staff have the same job description. Provide a copy of a contract for any contractual services proposed. This contract does not need to be executed. If available, provide a resume for this contractual consultant. All job descriptions and contractual consultants must include minimum qualifications. All resumes must be current and include the individual's present position which match's the job descriptions provided.

ORGANIZATIONAL CHART

Applicants must include a current copy of the agency organizational chart. This should be for the entire agency. An electronic copy of the original document(s) must be included in the Additional Documentation Required PDF file submitted

AUDIT

Applicants must include a current agency audit report. If your agency has not received an audit due to budget size, you must submit a memo demonstrating financial capacity to administer the funds and an agency financial report that demonstrates the ability to track funds and a commitment to an agency audit during the next fiscal year. An electronic copy of the original document(s) must be included in the Additional Documentation Required PDF file submitted. If the file size is too large for this application, there are two options for submitting the agency audit either a link to the audit through your agency website or a hand delivered copy to CVRC. The audit must be received prior to the application deadline. Insert a memo in this section indicating the file was too large for this application and how it was submitted.

AGENCY OPERATIONAL BUDGET

In addition to the submission of the proposed project's budget, please submit a copy of your agency's current budget that includes projected receivables and expenditures. An electronic copy of the original document(s) must be included in the Additional Documentation Required PDF file submitted.

CHART OF ALL FUNDING SOURCES

In addition to the submission of the proposed project's budget, please submit a copy of your agency's funding sources for the past two fiscal years. This should include all state, federal, local funding sources. A memo regarding any anticipated or actual funding cuts may be included within this. An electronic copy of the original document(s) must be included in the Additional Documentation Required PDF file submitted.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Applicant must complete, sign, and return the Campaign Contribution Disclosure Form, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification. This form can be downloaded off the CVRC webpage with the RFP and other documents. An electronic copy of the document(s) must be included in the Required PDF file submitted.

AGENCY CERTIFICATION FORM

Applicant who are applying directly to CVRC must complete, sign, and return the Agency Certification Form, as a part of their proposal and as required by Contract Review Bureau (CRB) , General Services Department (GSD).

BYLAWS AND ARTICLES OF INCORPORATION

Non-profit programs must furnish CVRC with copies of their Bylaws and Articles of Incorporation. An electronic copy of the document(s) must be included in the Required PDF file submitted.

PROOF of 501(c)(3)

Additionally, non-profits must provide evidence of their 501(c)(3) status. An electronic copy of the document(s) must be included in the Required PDF file submitted.

LIST OF BOARD

Additionally, non-profits must provide a list of all current Board members, including their name, mailing address, email, phone number, start of term, end of term and their position on the Board. An electronic copy of the document(s) must be included in the Required PDF file submitted.

FINAL STEP INSTRUCTIONS

It is strongly advised that you return to the proposal format and organization section to make sure that you have included all necessary items in the required sequence and format.

Proof your work.

A completed application consists of all PDF documents emailed to Marivel.Baca@cvrc.nm.gov. Follow the instructions outlined in the proposal format and organization section.

Make sure your proposal arrives to the New Mexico Crime Victims Reparation Commission via email by 4:00 pm (Mountain Standard Time/ Daylight Saving) on ~~June 5, 2023~~ ~~May 26, 2023~~. Email address: Marivel.Baca@cvrc.nm.gov

PROPOSAL ADDITONAL FORMS

Appendix A Core Standards: Advocate Training



NMCSAP
NEW MEXICO
SEXUAL ASSAULT
SERVICE PROVIDERS

Advocate Training



I. Policy Statement

Sexual Assault Service Providers (SASPs) will provide or have all new staff attend the NMCSAP hosted 40-hour training for new advocates and staff who interact with sexual assault survivors to ensure that advocates and staff are skilled in responding to survivors and follow all policies and procedures of the center. SASP Directors recognize that advocacy with sexual assault survivors is challenging work and are committed to ensuring that self-care and community care activities are offered in advocate trainings and meetings.

Advocate Training

Training Requirements for Advocates and Staff

- Advocates and staff are required to have a minimum of 40 hours of initial training, with 35 hours of training provided prior to assisting survivors. The remaining five hours may be provided through shadowing an experienced advocate and/or practice hotline calls after the new advocate has completed 35 hours.
- Advocates are required to complete a minimum of 20 hours of training annually after completing the initial 40-hour training to continue skill development and ensure they are current on all agency policies and procedures.
- A written evaluation of each advocate must be provided to them either upon completion of the 35 hours of in-person training or after the entire 40 hours of training is complete, and annually thereafter.
- Advocates must have the opportunity to provide evaluation of advocate training to the center at minimum upon completion of the 35 hours of in-person training.
- Centers/the NMCSAP must provide advocates with a training manual for use during training and in their work with survivors.
- Centers must hold advocate meetings 10 times per year for team- building, training, and to continually assess advocates' skills.

Training Structure and Content

The 40-hour training must use adult learning principles, including: content on priority knowledge and skills as listed below under required topics; information is framed within a larger theory or model to allow for understanding, progression, and integration; the training is organized with clear learning goals and objectives; training provides opportunities for participants to actively engage and practice new skills and knowledge, and uses creative methods to accommodate visual, auditory, and kinesthetic learners.

Training must include a minimum of 5 hours of role plays and hotline call practice.

Training must address the following required topics:

- Defining advocacy with sexual assault survivors, including crisis intervention, general advocacy, and medical and legal accompaniment.
- Sexual Violence – Adults & Children Trauma
- Confidentiality & the SASP Core Confidentiality Standard
- Anti-oppression/Anti-racism/Social Justice/Cultural Awareness
- Institutionally underserved populations, which may include Black, Indigenous, Latine, Asian American and Pacific Islander, Lesbian/Gay/Bi-sexual/ Transgender/ Queer/Questioning/Intersex, non-binary and gender non-confirming, people with disabilities, people with mental illness, immigrants, non-English speakers, boys and men, and military personnel
- Sexual Assault Laws - Mandated Reporting, Child Sexual Abuse
- Sexual Assault Response Team (SART) - Sexual Assault Nurse Examiner Services/ Protocols & Evidence Collection Kit
- SART - Sexual Assault & the Criminal Justice System
- Resource Information and Referral
- Self and Community Care

Advocate Training

NMCSAP Hosted 40 Hour Foundations Training

NMCSAP will host two or three 40-Hour Foundations in Advocacy training for new advocates each year. The training will include a minimum of 28 hours of live training, with participants required to complete additional hours through asynchronous work, which may include modules of the OVC TTAC training listed below. If an advocate's organization receives federal victim services funding, they will be required to complete the full OVC TTAC training.

For new staff to meet their training requirement and ensure compliance with the NM Victim Counselor Confidentiality Act:

- All new staff providing advocacy services must have forty (40) hours of academic or other formal victim advocacy or counseling training or a minimum of one year of experience in providing victim advocacy or counseling prior to providing advocacy services in order to protect the private information of program participants.
- The agency must maintain complete training records during employment, including a certificate of completion of required skills and knowledge, including Core Advocacy training provided by the New Mexico Coalition of Sexual Assault Programs within six (6) months of employment.



If you work for a dual domestic violence agency and have completed the 12 hours of OVC TTAC training through NMCADV or CSVANW, you do not need to complete the training again. A certificate of completion must be provided to NMCSAP.

The OVC TTAC training can be accessed at:

https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm

Advocate Training

The modules required from the OVC TTAC are:

Basics

TITLE	LENGTH	HRS
The Civil Justice System	60	1
The Criminal Justice System	60	1
Ethics	45	0.75
The Military Justice System	60	1
Tribal Justice Systems	45	0.75
Types of Victim Services	60	1
Victim Compensation	30	0.5
Victims' Rights	45	0.75
		6.75

Core Competencies and Skills

TITLE	LENGTH	HRS
Advocacy	30	0.5
Assessing Victims' Needs	45	0.75
Basic Communication Skills	30	0.5
Collaboration	45	0.75
Confidentiality	60	1
Conflict Management and Negotiation	45	0.75
Crisis Intervention	30	0.5
Culture, Diversity, and Inclusivity	45	0.75
Documentation	45	0.75
Problem Solving	30	0.5
Referrals	30	0.5
Self-Care	60	1
Trauma-Informed Care	30	0.5
		8.75

Crimes

TITLE	LENGTH	HRS
Intimate Partner Violence	45	0.75

Total = 16.25 hrs

Advocate Training

Training Format for SASP Programs Hosting Training

Training will include a mix of on-line training, in-person training, and shadowing of experienced advocates/ practice hotline calls for direct experience. Training days will be a maximum of 7 hours of training time, not including meals and breaks, to ensure that the amount of information trainees receive in any one day can be adequately understood and integrated with the knowledge and skills they need to be effective advocates. This is also to ensure that training is healthy for both trainees and trainers/center staff.

The suggested format for the 40-hour training is:

- An introductory meeting of 2-3 hours during which new advocates can meet, begin team building with each other and center staff, and receive an overview of advocacy, the center where they will work, and advocate training.
- Up to 5 hours of on-line training completed prior to the second day of in-person training to prepare new advocates for learning about advocacy with sexual assault survivors.
- A minimum of 28 hours of in-person training on the required topics (or virtual).
- Role plays must be observed and the trainers will provide feedback to trainees.
- A minimum of 5 hours of shadowing an experienced advocate and/or practice hotline calls to provide direct experience before new advocates respond to sexual assault survivors.

Appendix B Core Standard - Confidentiality



Confidentiality Policy

I. Policy Statement

Confidentiality is critical to the services and advocacy that New Mexico Sexual Assault Service Providers/ Sexual Assault Coordinators (hereafter also referred to as “the agency”) provide to clients. It is the policy of New Mexico Sexual Assault Service Providers/Sexual Assault Coordinators to hold confidential all information disclosed (“confidential communications” and information which might identify a client) by clients to staff members (herein to include all agency employees, including contract employees), volunteers, or other clients, as permitted under New Mexico and federal law, unless otherwise instructed by the client. At initial intake, or as soon as possible, clients should be provided with an oral and written description of their rights to confidentiality in the context of their receiving services at these agencies, including limitations on that confidentiality imposed by mandatory reporting laws, concerns related to self-harm or imminent serious harm to others, and relevant parental notification issues for minor clients under age 14, as well as any audio or video recording devices used during any time the client has contact with agency employees, contract employees, or facility in which the agency is housed.

Confidentiality Policy

“Confidential communications” are protected from unauthorized disclosure by state and federal law and include all client records, including, but not limited to, client statements, telephone logs, audio and video tapes containing client images and/or voices or information about clients, and other agency work product related to recipients of our services. Confidential communications may be made by clients who are adults or children, may be made in public or in the presence of a third party, and may be made to staff, volunteers, student interns, or board members. “Confidential communications” may not be disclosed except as described below.

As a matter of policy, **“confidential information”** will also be protected. Confidential information includes internal agency procedures, and information learned as a result of association with the agency, which has been identified as confidential program information by the Executive Director or her/his designee. In addition, all persons associated in any way with the agency agree to treat as confidential any information in their possession which might identify a client, including otherwise neutral demographic data, or offense description, which is so specific as to identify a client in a particular region. In addition, all persons associated with the agency agree to protect client information which has been gathered in the course of services to clients, even if that information was gained from public sources or was discussed in front of third parties. Although this information may not always be protected from disclosure by law, it is the aim of this policy to create practices within the agency such that agency personnel take precautions to protect client confidentiality wherever possible.

All staff, volunteers, student interns, board members, clients, including visitors to the agency from entities such as funders, auditors, service providers, maintenance contractors, etc. will be informed of the confidential nature of our services and the importance of maintaining the confidentiality. Staff, board members, student interns and volunteers agree to be bound by these policies prior to beginning service. They will signify their agreement by signing below. Staff and all volunteers (including board members) agree to be bound by these policies both during and after association with the agency, whether separation from the agency is voluntary or involuntary.

Clients will be asked not to disclose any information regarding other clients both during service and after termination of services. Under certain circumstances, such as group therapy or support groups, clients may be required to sign a confidentiality agreement to participate in a client service program.

Confidential communications are protected under the Victim Counselor Confidentiality Act, **§ 31-25-1 et.seq., NMSA 1978, HIPAA, and Privacy Rights** under the Constitution. Confidential communications may only be released in accordance with the guidelines set forth below or as otherwise required by New Mexico or Federal law.

When client confidential information is related to an active legal claim by an employee, client, intern, volunteer, or board member against a New Mexico Sexual Assault Service Provider, a volunteer or staff member of a New Mexico Sexual Assault Service Provider in an official capacity, a Sexual Assault Coordinator in an official capacity, or the employing agency of the Sexual Assault Coordinator, client and program confidential information may be disclosed. Such disclosures should be fashioned to protect current and former clients' privacy so that confidential matters immaterial to the legal claim are not disclosed.

Confidentiality Policy

II. Definitions

A. “Confidential Communications” — Confidential communications in the Victim Counselor Confidentiality Act means:

- any information exchanged between a client and a counselor in private or in the presence of a third party who is necessary to facilitate communications or further the counseling process and
- which is disclosed in the course of the counselor’s treatment of the client
- for any emotional or psychological condition.

Confidential communications can be written or spoken and include any and all the client records. Communications are confidential even when shared by the client in the presence of the counselor and a third party. Documents received from other agencies for which client executed a written release are also to be treated as confidential.

B. Confidential Program Communications – Access to confidential program communications shall be limited internally and external access shall be prohibited except as approved for disclosure by the Executive Director or by the agency Board of Directors in accordance with the entity’s bylaws. The intent of this policy subsection is not to subvert transparency related to non-client information. Confidential program communications include any information related to the operation of New Mexico Sexual Assault Service Providers/Sexual Assault Coordinators’ service provision, including but not limited to communications, video tapes, audio tapes, or writings made by staff, interns, volunteers, board members, related to the administrative, clinical, or personnel operations and board functions of New Mexico Sexual Assault Service Providers or Sexual Assault Coordinators. All qualitative assessment and evaluation materials, in any format, for New Mexico Sexual Assault Service Providers or Sexual Assault Coordinators are confidential program communications.

1. Former staff or volunteers seeking references from the agency should execute a release to permit full disclosure of past performance.
2. Absent such a release, unfavorable reviews of past performance should be avoided; instead only dates of association with the agency should be provided. The exception to this policy is disclosure may be made if the staff or volunteer engaged in misconduct that put clients at risk.

C. “Client” - Client means a person who consults a New Mexico Sexual Assault Service Provider or Sexual Assault Coordinator for assistance in overcoming emotional, social, or psychological problems, or someone seeking assistance from these entities for another person. This includes secondary victims such as family and friends of assault survivors.

D. “Counselor” - Counselor means an employee, volunteer, or contracted individual who has completed academic or other training to assist clients in overcoming their concerns and issues.

A supervised volunteer who has completed forty hours of formal training, or who has at least one year of experience counseling victims, and whose duties includes counseling victims, is also considered a counselor.

Confidentiality Policy

III. Access to Client Information

New Mexico Sexual Assault Service Providers and Sexual Assault Coordinators maintain client records for clinical, statistical, and informational purposes.

A. Staff Access – Staff access to client records is controlled and monitored by the Executive Director or the Director's designee. Access to current and former client records is available only to staff who are:

1. Working with that particular client;
2. Supervising the employee working with client; or
3. Working as part of a team to provide client with the best services available.
4. Custodian of records for the entity.
5. Working with client files in capacity of compiling statistical (nonidentifying client data) reports for the agency or to funders.
6. Preparing records for release pursuant to client authorization or preparing a response to court orders for the record.

B. Client Access – Requests by clients to view their own files are to be honored.

(For client initiated release, see Section VI. A.)

Requests by any third party, including but not limited to the client's attorney, will not be honored absent the client's informed, written consent. The review of the client's records must be done in the presence of the custodian of records or the Executive Director's designee. The client, or any party authorized by client consent or court order, may make notes about the records and/or make written requests for a copy of any records. The requestor may be required to bear the cost of copying and requested copies should be provided within seventy-two hours. Information received

from confidential sources should be maintained separately from the client file and may not be reviewed or copied except by court order after a full hearing on the scope of the request. The agency should request this hearing. The client should be referred to the original source for those materials. A client's request for copies should be made part of the file in writing by the staff member assisting the client with the request.

The client is to be informed that if a copy of information in her or his file is released to a permitted third party it may not be kept confidential by that third party, is no longer covered by the Victim Confidentiality Act, and may be used against her or him.

New Mexico Sexual Assault Service Providers/ Sexual Assault Coordinators should not hold written documents or materials for safe keeping for the client except in unusual circumstances such as when such safekeeping is necessary as part of safety planning. These materials should not be made a part of the client's file and are to be released upon the client's request. Such materials are not subject to review by staff or persons who otherwise have access to client and administrative files. The client should be made aware that agency safekeeping of this type of material may cause the documents/information to be subject to subpoena if there is a pending legal action. Client files may not be removed from New Mexico Sexual Assault Service Providers or agencies housing Sexual Assault Coordinators, without prior written permission from the agency custodian of records or the Executive Director's designee.

Confidentiality Policy

C. Board Member Access – Board members should not have access to individual client files, or to information that would identify a client, except as the Executive Director authorizes. Authorization should be limited to specific administrative situations, such as subpoenas or litigation against a New Mexico Rape Crisis Center, staff/volunteers of a New Mexico Rape Crisis Center in their official capacity, a Sexual Assault Coordinator, or an agency housing a Sexual Assault Coordinator. The entity's Executive Director will monitor such access.

D. Public Access – The general public is not entitled to client or New Mexico Rape Crisis Center or Sexual Assault Coordinator client records. Names and/or other case information that could identify a client should never be used in training or public speaking. Disclosure should only be made with the explicit informed written permission of the client or pursuant to court order after a full hearing on the scope of the disclosure. If the agency receives a court order, such as a subpoena, compelling the disclosure of client information the agency should seek legal representation to fight the disclosure unless the client has authorized the release. The lawyer for the agency should file the motion with the court requesting a hearing to challenge any disclosure ordered.

E. Funders and Auditors Access. Funders and auditors should not have access to individual client files or to information that would identify a client except as the Executive Director authorizes. Aggregate data collection should be sufficient for most circumstances. Authorization to view individual client data should include a request by the agency for funder/auditor compliance with these policies and a request for a signature below to signify agreement to be bound by these policies.

F. Multidisciplinary Team Access. Client authorization is to be sought to share confidential client information with MDT members. In rare emergency circumstances the Executive Director may authorize release of client information to team members. This authorization should be done in consultation with agency legal counsel and the BOD.

IV. Content of Client Files

The client file may include but is not limited to: Intake, assessment, treatment plan, legal documents, progress notes, etc.

A. Data Collection. Only information that is either essential to provision of client services or data collection mandated by funders should be collected. Record keeping by staff and volunteers should be periodically reviewed by supervisory staff to assess if excessive confidential data is being collected. Limiting collection of confidential information about clients as much as is reasonably possible should be the goal. If an agency is being required or pressured by a funder, or other entity, to disclose confidential, identifying client information, please make the NMCSAP aware of the situation.

B. Excluded From Client Files. Files should NOT contain a staff or volunteer's assessment of the credibility of the client, a statement of the client's current immigration status, a narrative purporting to be the complete history of the traumatic event, or personal opinions of the

Confidentiality Policy

staff or volunteer regarding the client, including judgments of the client in any manner such as the client's use of alcohol/substances, etc. other than clinician notes on diagnosis.

C. Safety Issues. In the course of safety planning with clients, client addresses or safehouse/shelter locations may be disclosed to agency staff. Full names and addresses of other witnesses, family members, addresses of safehouses, or locations of temporary client housing should not be recorded in the client's file for safety reasons.

D. Immigration Issues. Immigration status creates vulnerability to assault and ongoing safety issues for clients. Details on immigration status should not appear in client records. Clients should be referred to legal professionals for assistance in determining what legal avenues may be open to them.

V. Maintenance and Destruction of Client Files

A. All (open and closed) client files should be kept in locked file cabinets in a secured area or in a password protected location on agency computers. Use of a "cloud" method of storage for electronic client records will require encryption. The custodian of records or the Executive Director's designee is responsible for the secure maintenance of all client and administrative records and must actively plan for the avoidance of unauthorized accessing of protected records.

B. Destruction of client records will be done according to an established schedule authorized by the custodian of records in consultation with the Clinical Supervisor and the Executive Director. Destruction should be done in such a way that the records are no longer identifiable, such as cross-cut shredding, including any photographs or digital photographs of the client or client's injuries. The custodian of records or the Executive Director's designee should supervise the destruction of client files and program logs.

C. Clients who disclose childhood abuse should be offered the option of longer record retention by the agency, with that extended retention period determined by the local agency based on agency capacity for retention, in recognition of the enlarged statute of limitations in most jurisdictions to bring lawsuits for those harms.

D. The client should be informed in writing of the retention and destruction procedures of New Mexico Sexual Assault Service Providers and Sexual Assault Coordinators.

E. Prior to disposal of any computer or electronic media or electronic equipment, including cell phones, all confidential files must be removed. The custodian of records or the Executive Director's designee is responsible for verifying and documenting that this removal has occurred.

F. Destruction of records may not be done when a court order for the record is pending, or is reasonably anticipated as a result of notice that the record will be sought. Under no circumstances are records, files, or any part thereof to be destroyed to avoid a subpoena.

Confidentiality Policy

VI. Release of Records

All clients who seek our services depend on our maintaining client confidentiality. This confidentiality is essential to a full and satisfactory relationship between the client and the service program. Therefore, any release of information to a third party must only be undertaken after verifying clear and informed consent with the client, the scope and limits of information the client wishes to have released, or in response to court order after a hearing requested by the agency.

A. Client-Initiated Disclosure — The client generally makes decisions regarding information disclosure. To ensure that the client is making an informed decision **the following conditions** must be met prior to disclosure:

1. The client may review any information requested for disclosure, prior to the information being released. New Mexico Sexual Assault Service Providers or Sexual Assault Coordinators must ensure that the client understands the scope of the information to be disclosed, the purpose of releasing the information, who (agency or person) will receive the released information, and the reasonably foreseeable ramifications of the disclosure.
2. The client's consent to disclose must be in writing and must specify the information to be released, the dates the consent to disclose is effective, and the purpose of releasing the information. Blank release forms should never be given to clients for signature.
3. Clients should be told that agency services will continue to be available to them whether they choose to release their records or decline to release their records.
4. Information that is released by written client consent should be limited to the information which is essential to respond to the request and should be time limited. For state court litigation a period of two years should be sufficient, for a federal claim, such as a civil rights lawsuit, a period of four years may be needed.
5. A release of information from another agency may be substituted for a signed release form from a New Mexico Sexual Assault Service Providers or a Sexual Assault Coordinator only if it conforms to the requirements of HIPAA and contains the following provisions and these conditions are met:
 - a. an explanation of the possible uses of the information
 - b. an opportunity for client review of the material to be released
 - c. a statement of the continuing availability of services regardless of the decision regarding disclosure
 - d. a reasonable time limitation on the release, usually not exceeding one year for litigation
 - e. a statement of the name of the party requesting/demanding the records and the purpose of the release
 - f. an offer to provide the client with a copy of the documents to be released.
6. In cases involving minors aged 14 and over, the child shall have full authority to consent to treatment and to determine if records shall be released, unless the child suffers from a cognitive disability which renders them incompetent to make treatment decisions (in which case a legal guardian/treatment guardian shall make these decisions for the child). Unless the parents have signed a written agreement to allow the minor this authority, the minor's non-abusive parent or legal guardian must execute the release, or decline the release, on behalf of a minor client. In cases involving minors under age

Confidentiality Policy

- 14, a non-abusive parent or guardian has the authority to execute a release, or decline a release, for a minor client. When a parent or guardian seeking the release of a minor patient's records is the subject of an abuse or neglect investigation, records should not be released and that parent should be referred to the Children's Court attorney or Assistant District Attorney handling the case. The agency should seek legal counsel if there is no criminal matter pending.
7. When more than one client is affected by the information to be released, the informed, written consent of all clients affected must be secured before the information is released. If consent is not secured from all clients, any information relating to the non-consenting client(s) must be redacted from the record so that it is not identifiable.
 8. Telephonic release is not adequate.
 9. Clients wishing to execute a consent to disclose confidential information should be advised of the right to seek a Qualified Protective Order to limit access to the released record and to direct future destruction or return of the original record and any copies. Clients who desire a Qualified Protective Order should be referred to legal counsel such as the Victim Rights Project.

B. Legally Mandated Disclosure — New Mexico Sexual Assault Service Providers and Sexual Assault Coordinators are committed to safeguarding client privacy. Exceptions are as necessary to further the interests of justice, or to protect clients and third parties from harm. If a subpoena is served upon a New Mexico Sexual Assault Service Providers or Sexual Assault Coordinator, requesting disclosure of client records, the following steps should be followed:

Subpoenas for Records:

1. Each agency shall designate a custodian of records. Persons seeking to serve the agency with a court order for records are to be directed to the custodian of records. Other staff should not accept service on behalf of the custodian of records.
2. All subpoenas for records received by mail or through posting on an agency building door should be delivered immediately to the custodian of records or the Executive Director's designee as soon as they are served.
3. The custodian of records or the Executive Director's designee shall promptly examine the court order for facial validity (i.e. the document appears to be a real court order) and any deadlines to comply which are noted on the face of the order. Such factors as the signature of a judge, a court name, a current date, and a standardized format document shall be evidence of the facial validity of the order. Documents signed by attorneys are valid, but should be challenged unless the client consents to the disclosure after an explanation of the client's legal rights.
4. If the document appears to be invalid, or was served by fax, it may be challenged for those reasons if the client does not wish the documents released.
5. If the order appears to be a facially valid subpoena for client records, the custodian of records or the Executive Director's designee should contact the client to evaluate whether the New Mexico Sexual Assault Service Providers or Sexual Assault Coordinator should resist or cooperate with the subpoena. As a general rule, under §31-25-3 NMSA 1978, the client and the client's counselor shall not to be compelled to produce records regarding confidential communications, unless the client consents. Clients with pending court cases should be advised to discuss the subpoena with their civil attorney and/or the assigned Assistant District Attorney in order to evaluate the importance of the subpoenaed records to legal

Confidentiality Policy

outcomes the client may be seeking, such as a criminal conviction of the perpetrator of the assault, or a civil remedy.

6. Upon receipt of any facially valid subpoena for **agency records** (i.e. records pertaining to agency policies or procedures, as differentiated from client records which refer to client identity/treatment/diagnosis/etc.), the custodian of records shall notify the Executive Director, who shall contact the Board of Directors, to evaluate whether the agency should resist or comply with the subpoena.
7. New Mexico Sexual Assault Service Providers and Sexual Assault Coordinators should not disclose any information without the explicit, informed, written consent of the client. While New Mexico Sexual Assault Service Providers and Sexual Assault Coordinators are under no obligation to seek out a former client, it may be useful to the client to make reasonable efforts to do so. Under no circumstances should a New Mexico Sexual Assault Service Provider or Sexual Assault Coordinator pressure a current client to provide consent to release confidential information. Without client consent, a New Mexico Sexual Assault Service Provider or Sexual Assault Coordinator should resist disclosure and file a Motion to Quash the subpoena or a Motion for a Protective Order in the case of subpoena “duces tecum.”
8. If the Motion to Quash or the Motion for a Protective Order has an unfavorable result, the Executive Director and the BOD shall analyze the agency’s ability to take further legal steps to protect client confidentiality. In any event, the agency shall make reasonable effort to consult with the client and notify her/him of the agency’s position.

Subpoena for Staff/Volunteer to Testify:

9. If a New Mexico Sexual Assault Service Provider or Sexual Assault Coordinator is served with a subpoena commanding staff or a volunteer to testify, the Executive Director should be notified and make reasonable efforts to contact the client to evaluate whether the agency should resist or comply with the subpoena. In the absence of client consent to comply, the agency should resist the subpoena by filing a Motion to Quash. If the Motion outcome is unfavorable, the agency should proceed as described in #7 above.
10. If law enforcement comes to a New Mexico Sexual Assault Service Provider or Sexual Assault Coordinator’s office with a search warrant, the person answering the door should immediately notify the agency Executive Director, the Director’s designee, and the agency’s attorney. If these persons are not available, the Board chair should be notified.
11. The search warrant should be scrutinized for validity by ascertaining if the area to be searched is described, if there is a current date, and a judge’s signature appears on the document. If any defects appear on the warrant, the New Mexico Sexual Assault Service Provider or Sexual Assault Coordinator should call the issuing judge’s office/issuing authority and ask that it be quashed due to the defect, and also ask that the official quashing the warrant speak directly to the supervising officer at the scene of the search to advise him/her of the decision to quash the warrant.
12. If the search warrant is for a particular individual, the warrant should state where that individual will be searched for, recognizing that others in a joint living/working space have a right to privacy. In such a situation, the Executive Director should respectfully request that law enforcement wait while s/he talks with the individual sought. The Executive Director may advise the individual sought that the New Mexico Sexual Assault Service Provider or Sexual Assault Coordinator prefers that she/he cooperate with the warrant rather than expose other clients and staff to the disclosure necessitated by execution of the warrant. If

Confidentiality Policy

the warrant is for anything other than an individual, or if the individual refuses to cooperate with the officer, the officer should be asked to wait until nonessential staff and clients may be asked to temporarily exit while the search takes place.

13. A search warrant would only be issued if the police or prosecutor believes that a client committed a crime. The Director should advise that client to immediately contact her/his attorney. The attorney may wish to attempt to quash or terminate the warrant.
14. If a warrant is not terminated, it must be honored. Efforts to assess the validity and to limit the scope of the warrant should be documented to include the name and agency affiliation of the officer executing the warrant.
15. If an officer presents an arrest warrant at a New Mexico Sexual Assault Service Provider or at the office of the Sexual Assault Coordinator, personnel must comply with the warrant. Compliance does not require identification of clients, nor does it require permitting law enforcement entry absent a lawful search warrant for the premises. If the staff learn of an arrest warrant before it is effected, they should encourage the staff/volunteer/client who is the subject of the warrant to contact counsel and turn themselves in to the issuing authority or police department. New Mexico Sexual Assault Service Providers and Sexual Assault Coordinators are not obligated to assist law enforcement in effecting an arrest. However, in the case of agency staff or a volunteer who has committed a criminal offense, it may be in the best interest of the agency and the administration of justice to assist law enforcement.

Subpoenas for Clients

16. Agency staff are under no obligation to serve subpoenas. Local protocols may provide for passive service such as mailing or posting, but staff are not to agree to personally serve a client unless the client has specifically authorized staff to do so.

I have read, understand, and agree to follow the above confidentiality guidelines. I understand it is my responsibility to ask for clarification when needed.

Employee / Volunteer / BOD / Contractor Signature

Date

-Form as approved March 2011.

Appendix C Core Standard - Employee+Volunteer Code of Ethics

Employee / Volunteer Code of Ethics

Sexual Assault Service Programs Employees & Volunteers Work for Survivor Empowerment and Social Justice

- I bring a social justice perspective to this work, providing survivor-informed, non-judgmental services that empower survivors and decrease their vulnerability.
- I communicate the message that while sexual violence causes great harm, survivors are able to heal from this violence.
- I provide professional services to everyone regardless of race, religion, age, sexual orientation, gender, ability and all other aspects of identity.
- I hold the perpetrator of sexual violence alone responsible for the violence.
- I respect the individuality of each survivor and am committed to providing the highest quality of services possible to all survivors in ways that help them to help themselves and make their own choices.

Sexual Assault Service Program Core Beliefs *(adapted from the SADI project)*

- 1 Survivors are whole, healthy, capable human beings. Effective advocacy is led by the survivor's self-defined needs.
- 2 Survivors come to us with their own unique cultural, historical, societal, and community realities that shape their path in healing after sexual violence. Survivors deserve advocacy that is grounded in the cultural, historical, societal, and community realities of their life.
- 3 Survivors have done nothing to warrant or deserve the harm they experienced. Survivors are never to blame for sexual violence.
- 4 Survivors share with us what they choose, want, or can about their experiences. Advocates help to create a safe, unconditional, and nonjudgmental space to help make this possible.
- 5 Advocates believe the survivor in what they tell us. It is not our job to decide the validity in their story of what happened to them. What each survivor is experiencing is a normal response to the harm and threat of sexual violence. Survivors do not need to be fixed by advocates. They can benefit from an advocate's help and support as they access their own strength and resilience.



6 Survivors do not need advocates to provide solutions. They do need to have advocates meet them where they are, listen to them, and validate their experience.

7 Every survivor's experience is different. Survivors are the experts in their lives and will know which paths are best for them; advocates have important connections to resources to help survivors on those paths.

8 Survivors may be overwhelmed by the impact of trauma, a rush of coping mechanisms, and myriad reactions to sexual assault; advocates can normalize these experiences for survivors and remove the pressure to "get over it" or "move on".

9 Advocates continually grow and strengthen their advocacy skills by listening to and honoring each survivor they serve.

10 Above all, advocates honor survivors' resilience, and provide their time, energy, and support to hear survivors' truth.

The role of an advocate is to be a safe person where all thoughts can be expressed and the survivor can be encouraged to find their right solutions. Sometimes advocates might feel that listening and validating is simply not doing enough for someone in crisis. However, we know there are few other places that this essential, nonjudgmental, supportive option exists in communities. Active listening, affirming the survivor's strength, and creating the environment in which the survivor can lead is exactly what survivor-centered and trauma-informed advocacy is.



Sexual Assault Service Programs Employees & Volunteers Hold High Standards of Integrity in Their Work

- I will use my professional relationships for professional purposes only, not seeking personal gain, and will identify, disclose, and resolve any potential or actual conflict of interest in accordance with agency policy.
- I will maintain professional boundaries.
- I will maintain the highest level of confidentiality with survivor and agency information, including when storing and disposing of records.
- I will respect the rights and views of colleagues of all professions and treat them with respect and cooperation.
- I am responsible for my own history, beliefs, values, and limitations and the effect of these on my work.
- I will strive to maintain my own health and personal stability while working to assist others with healing from sexual violence.
- I will report unethical behavior to my supervisor.
- I will be prepared to respond to and focus on the unique needs of survivors, having taken care of my personal needs and responsibilities prior to arriving at the center or starting an on-call shift.

Sexual Assault Service Center Employees & Volunteers Hold High Standards for Competence in Their Work

- I will continuously assess my strengths, limitations, effectiveness, and biases.
- I will access on-going formal and informal training and education to improve my skills and professional work.
- If I work in a domestic violence/sexual assault-identified dual program, I recognize the unique environment of dual programs that serve sexual assault and domestic violence survivors and will access the training needed to provide a crisis response to survivors of both forms of violence.
- I will work in accordance with the mission and policies of the organization I serve.
- I will adhere to the core service standards of New Mexico Coalition of Sexual Assault Programs.

 Name

 Date

-Revised August, 2021


Appendix D Core Standard - PREA



NMCSAP
NEW MEXICO
SEXUAL ASSAULT
SERVICE PROVIDERS

Prison Rape Elimination Act (PREA) Services

I. Policy Statement



Access to services for incarcerated survivors who experience sexual assault during incarceration must now be provided by correctional facilities by statute in the Prison Rape Elimination Act. Sexual Assault Service Providers (“the agency”) are a critical resource to ensure that timely, survivor-centered, quality services are provided. It is the policy of the agency to work with correctional facilities in their service areas to develop PREA services, and when resources allow and within the parameters of the MOU with facilities, to provide services to incarcerated survivors. At initial contact with incarcerated survivors, or as soon as possible, survivors are to be provided with a description of PREA services offered by the agency or services that can be accessed through referral, as well as the potential benefits of using services to heal from sexual violence.

PREA

Key Services for Incarcerated Survivors

- Confidential Advocacy: in-person, by phone, or by mail*
- Advocacy for Sexual Assault Nurse (SANE) Exams
- Crisis Intervention / Follow up Advocacy

Best practices for providing these services are that they be provided in consultation with a sexual assault service provider agency that is independent of correctional facilities or by staff from such an agency.

Key Services for Incarcerated Survivors

- Facilities and the agencies will utilize collaborative methods for developing services for incarcerated survivors.*
- MOUs between each facility and agency will be established to outline, at minimum: services to be delivered by the agency; protocols and procedures by which services will be requested and delivered; procedures for cross-training of correctional facility and agency staff; procedures for agency involvement in facility SART teams; policies to ensure the safety of agency staff; policies to ensure the safety of incarcerated survivors; and facilities' responsibility for liability for PREA services.
- MOUs and protocols will include procedures by which correctional facilities will ensure the confidentiality of survivor-advocate contacts.

Best Practices for Services Provided by the Agency

- The agency will provide PREA-specific training and resources to advocates responding to incarcerated survivors, including resources for self-care.
- Advocates will provide services based on the current needs of survivors only and will redirect all references by survivors and/ or corrections staff regarding survivors' criminal history to present-day advocacy needs.
- The agency will identify with correctional facilities ways that these facilities will build internal capacity to serve incarcerated survivors.

Requirements for Agencies that Refer Incarcerated Survivors for Services

- The agency will screen providers for expertise in providing services for trauma related issues and preferably for expertise in sexual violence-related trauma.
- The agency will develop with providers a protocol for referring clients.
- The agency will offer to help incarcerated survivors with linking with providers for services and will assist with referrals if the survivors choose**.
- The agency will follow up with survivors whenever possible regarding the referral and the survivors' satisfaction with services provided by other service providers.

* While this is best practice, it is recognized that it is based on the facilities' willingness and capacity to work collaboratively.

** Communications between advocates and survivors are confidential and protected by state statute.

Appendix E Core Standard - SAEK Victim Notification



Advocacy for Survivors Affected by the Sexual Assault Exam Kit (SAEK) Backlog

I. Policy Statement

Access to services for survivors affected by the SAEK backlog provides a unique opportunity to engage survivors who may not have received comprehensive services at the time of the assault, and/or who may experience additional trauma due to new information resulting from the processing of their SAEK. It is best practice for the agency to work with law enforcement agencies in their service area to develop SAEK advocacy services, and when resources allow and within the parameters of mutual agreement with law enforcement, to provide advocacy services at the time of notification to survivors of the results of SAEK processing. At initial contact with survivors, or as soon as possible thereafter, survivors are to be provided with a description of services offered by the agency, as well as the potential benefits of using services to heal from sexual violence.

SAEK Victim Notification

Key Services for SAEK-affected Survivors

- Survivor-centered notification of the survivor of the results of their SAEK being processed, the status of their case and any new developments.
- Advocacy to address any immediate needs notification may cause, including support for trauma response, safety, confidentiality, and unique needs that will vary depending on each survivor and how their case progresses.
- Provision of information on the comprehensive array of services available for each survivor that are provided by SASPs.
- Offer for follow up contact for advocacy and assistance with accessing sexual assault services.

Best Practices for Initial Survivor Notification

- Information to be collected prior to notification includes: whether there was a CODIS hit; no CODIS hit; statute of limitations; any input from the district attorney's office (if applicable); resources for the survivor; and any explanation required for delay in testing the kit (law enforcement has primary responsibility for collecting this).
- Initial contact with the survivor is conducted by law enforcement by telephone with an advocate present, contact information, time and resources permitting. Survivors are offered options for hearing more about the results of their SAEK, including an in-person meeting with law enforcement and an advocate, information provided by conference call with law enforcement and an advocate, or another method of the survivor's choice. Initial contact should include acknowledgement up front of the time delay regarding untested kits. If/when appropriate, discuss the issues for the delay and the process that is taking place to resolve the issue.
- Offer an in-person meeting with the survivor, law enforcement, and a SASP advocate to discuss case developments in-person. Considerations for the first in-person meeting include: being prepared to present all case-related information; offering a location that is the most



SAEK Victim Notification

comfortable for the survivor based on their needs, which may include the survivor's home, a police station, the DA's office, or a space in the community that provides privacy.

- Additional considerations for ensuring a survivor-centered response and potential accommodations needed:
 1. Cultural awareness;
 2. Age: If the victim is an older adult (65+) or a late adolescent/young adult;
 3. Mental or physical ability: If the survivor experiences any mental or physical disability that may interfere with communication, mobility, cognitive functioning, stability or emotional well-being;
 4. If the survivor is experiencing homelessness or housing instability;
 5. If the survivor is male;
 6. If the survivor is a transgender person;
 7. If the survivor has additional needs or services that may need to be addressed;
 8. If the survivor needs an interpreter or language line to properly communicate with an Advocate or Law Enforcement;
 9. If the suspect is a member of the survivor's family or closely known by the survivor;
 10. If the case has media coverage or is subject to media coverage.

- After the initial contact is made, law enforcement and the SASP advocate meet with the survivor in person if the survivor chooses this option.

Law enforcement presents new information from SAEK analysis, including new lab information and its meaning; information from the DA's office, if known; alleged offender information, if known; and the possibilities of where this case could go (including information on the statute of limitations). Law enforcement should be prepared to discuss issues related to the backlog and any related questions. Law enforcement will also inquire if the survivor desires to continue with the investigation and participate in the process with the understanding that the survivor may need time to process the new information before deciding whether or not to proceed.

The advocate will discuss emotions, re-traumatization, and will provide resources for the survivor. If an advocate does not accompany, law enforcement will provide contact information to the local Sexual Assault Service Program and ask the survivor if the advocate may contact them within 72 hours, and obtain the best way to contact the survivor if they desire contact. This will be offered to all survivors, regardless of whether or not they desire to continue with the investigation. Survivors shall be provided with a comprehensive resource list, which includes their case number, name and contact information for law enforcement and the SASP advocate, statute of limitations date, SASP and community resources, and the location of the offender, if known.

- The survivor is offered the opportunity to make a plan for future contact with the advocate:

The survivor may wish to access on-going advocacy and/or additional SASP services, and the advocate helps to facilitate this.

The survivor may decide not to participate in the investigation, and may accept advocate follow-up within a time frame to be determined by the survivor with the advocate.

The survivor may need time to consider participating in the investigation, and may accept advocate follow-up within a time frame to be determined by the survivor with the advocate.


Appendix F Core Standard - Therapy Service



NMCSAP
NEW MEXICO
SEXUAL ASSAULT
SERVICE PROVIDERS

Therapy Services

I. Policy Statement



Access to therapy is a critical service that Sexual Assault Service Providers (“the agency”) provide to those who have experienced sexual violence. It is the policy of the agency to provide access to therapy by employing staff therapists to provide these services, or by coordinating with other community service providers to which clients can be referred for therapy. At initial contact with clients, or as soon as possible, clients should be provided with a description of therapy services offered by the agency or services that can be accessed through referral, as well as the potential benefits of using therapy to heal from sexual violence.

Therapy Services

Requirements for Therapy Services Provided by the Agency

- The agency will promote open access policies whereby clients can access a therapist within 24 hours or during the next business day after requesting therapy.
- Clients will be provided with a comprehensive assessment including their own self-identified resources and needs. The assessment will focus on behavioral health as well as key elements of overall health including sleep, diet, the use of caffeine and other substances, medications, and information about medical conditions and medication.
- Clients and therapists will develop client treatment plans together to outline measurable goals and objectives that clients want to achieve with therapy in language that clients can understand.
- The agency will promote the use of evidence-based best practices by therapists, and practices that are grounded in current knowledge to help clients address the neurobiology of trauma, such as cognitive-behavioral therapy.
- The agency will promote the use of evidence-based best practices by therapists to help clients address somatic challenges.
- Clients and therapists will evaluate progress with clients' symptoms and health throughout the therapy process.
- Clients and therapists will develop a discharge plan together to identify progress made and resources for potential future needs.
- The agency will provide access to after-hours emergency services for clients who experience a mental health emergency through an agency crisis hotline or by providing information on other service providers who offer this service.

Requirements for Therapists Employed by the Agency

- Therapists must possess a minimum of a master's degree in counseling or a related field.
- Therapists must be currently licensed in the state of New Mexico to provide therapy services.
- Therapists must utilize a minimum of 2 hours of clinical supervision per month (group or individual) provided by a therapist with independent licensure in the state of New Mexico.
- The agency will promote the best practice of a treatment team approach to maximize opportunities for peer supervision, quality improvement and clinician self-care and retention in light of repeated exposure to traumatic material.

Requirements for Agencies that Refer Clients for Therapy Services

- The agency will screen providers for expertise in providing therapy for trauma-related issues, and preferably for expertise in sexual violence-related trauma.
- The agency will develop with providers a protocol for referring clients.
- The agency will offer to help clients with linking with providers for therapy and will assist if the client chooses to have help.
- The agency will follow up with clients whenever possible regarding the referral and the client's satisfaction with therapy services provided by other service providers.
- The agency will require proof of New Mexico licensure and insurance from providers.

Appendix G Acknowledge of Interest Form

ACKNOWLEDGEMENT OF INTEREST FORM

REQUEST FOR PROPOSAL

State Sexual Assault Services Solicitation

24-780-P707-00100

This Acknowledgement of Interest Form should be signed and submitted no later than **May 8, 2023, by 4:00 pm (Mountain Standard Time)**. Only potential applicants who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of Interest of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with Certificate of Consultation form.

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

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Interest Form to:

To: Marivel Baca, Procurement Manager

Email: Marivel.Baca@cvrc.nm.gov

Subject Line: State Sexual Assault Services RFP #24-780-P707-00100

Appendix H Campaign Contribution Form

CAMPAIGN CONTRIBUTION DISCLOAURE FORM

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

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

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

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

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

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal

expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

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

Signature

Date

Title (Position)

Appendix I State Sexual Assault Application Form

State of New Mexico 2024 Sexual Assault Services Grant Application Form

Complete each individual field as directed, each section is mandatory and must be completed as indicated. **Any omissions will be deemed as non-responsive and applications will be rejected. "Same as above" is not a valid response.**

Purpose Area 1

Purpose Area 2

Purpose Area 3

Please indicate targeted communities and counties

Applicant Agency/Organization:

Agency/Organization Mailing Address

Street: City: Zip +4:

County: Phone: Fax:

Project Contact Mailing Address

Street: City: Zip +4:

Phone: Ext: Fax:

E-mail:

Project Contact:

Title:

Note: The person designated as the *Project Contact* shall serve as the project's point person and be responsible for receiving and responding to project related requests

Finance Officer Mailing Address

Street: City: Zip +4:

Phone: Ext: E-mail:

Finance Officer:

Title:

Authorizing Official Mailing Address

Street: City: Zip +4:

Phone: Ext: E-mail:

Authorizing Official:

Title:

Signature

Date:

Person responsible for reporting civil rights findings of discrimination:

Name:

Phone:

E-mail:

Project Summary: Summarize the program activities for the application. (750 characters maximum)

Total Project Amount Requested:

Standard Conditions

Non-supplanting: If the Crime Victims Reparation Commission should award State funds they will be used to supplement, not supplant, other federal, state, or local funding sources during the period of the contract. Supplanting of funds is strictly prohibited.

The applicant will provide, as an attachment and as instructed in the RFP, a copy of the most recent Audit .

The applicant will provide, as an attachment and as instructed in the RFP, a copy of your agency's FY24 proposed budget.

The applicant agrees to adhere to their Limited English Proficiency (LEP) plan to address outreach and service provision to clients with LEP.

Agreement to standard subgrant conditions: To the best of my knowledge and belief, the data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant will comply with the mandatory elements of the solicitation if the subgrant is approved.

Authorized Signatory:

Signature:

Date:

Print Name:

Title:

Appendix J Certification of Consultations Form

Certification Of Consultation

CVRC requires that all SAS funded programs certify that they have consulted with other state, local or tribal non-profit, non-governmental and governmental victim services programs during the course of the development of their applications and provide dates and content of these planning meetings. To ensure collaboration within communities, **all applicants** must describe ways in which they consult with other service providers, non-profit, non-governmental and governmental, within the course of the development of their application. CVRC maintains the right to contact all listed collaborative partners within this Certification and RFP as references.

Applicant Mailing Address

Street: City: Zip +4:

Phone: Ext: Fax:

E-mail:

Project Contact: Title:

The victim services program(s) with which my agency has meaningfully consulted during the development of this application:

Name of Contact

Victim Services Organization

Name of Contact

Victim Services Organization

Please list the dates and content of the planning meetings with victim services programs and advocates:

I certify that my agency/organization has consulted with victim services programs during the course of developing the SAS Grant application in order to ensure that proposed activities and equipment acquisitions are designed to promote the safety, confidentiality and economic independence of victims of sexual violence and assault.

Authorizing Official: **Title:**

Signature: **Date:**

Appendix K Agency Certification Form

