

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 # 25-780-P707-00100

Webgrants ID #26895

RFP Release Date: April 8, 2024

Proposal Due Date: 4:00 PM (Mountain Time) on May 3, 2024

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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INFORMATION SECTION

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the 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 2025. The initial contract term is for the 12-month period beginning on July 1, 2024 and ending on June 30, 2025. 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 **\$1,915,000.00, of which \$1,440,000.00 is NON-RECURRING and \$475,000.00 is RECURRING**, and 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

To preserve the transparency, equity, and integrity of the application process, any inquiries or requests regarding this procurement should be submitted in WebGrants at www.nmcvrcgrants.com. All questions and responses will be displayed to all applicants on the Funding Opportunity Preview. Other State employees or Evaluation Committee members do not have the authority to respond on behalf of the agency.

SEQUENCE OF EVENTS TIMELINE

	Action	Responsibility	Date
1.	Issuance of RFP	CVRC	4/8/2024
2.	Registration in WebGrants Final Deadline	Potential Offerors	4/30/2024
3.	Question Period – Questions Submitted within WebGrants System	Potential Offerors	4/30/2024 Responses will be posted on a rolling basis within 72 hours of receiving each question. The last question answered must be posted before 10:00 AM Mountain Time (MT) on April 30, 2024.
4.	Submission of Proposal	Potential Offerors	5/3/2024 4:00 PM MST
5.	*Proposal Evaluation	Evaluation Committee	5/6/2024 – 05/22/2024

6.	* Selection of Finalists approved by CVRC Commission	CVRC	5/23/2024
7.	* Offer(s) notification	CVRC	5/23/2024
8.	* Protest	Finalist Offerors	6/7/2024
9.	* Finalize Contractual Agreement routed for signatures	CVRC/Finalist Offerors	5/28/2024 - 06/27/2024
10.	* Contract awards	CVRC/Finalist Offerors	TBD

*Dates indicated in Events 5 through 10 are estimates only and may be subject to change without necessitating an amendment to the RFP.

ISSUANCE OF RFP

This RFP is being issued on behalf of the New Mexico State Crime Victims Reparation Commission on April 8, 2024.

TERM OF THE AWARD

The term of the contract is July 1, 2024 – June 30, 2025. The initial contract term is for the 12-month period beginning on July 1, 2024 and ending on June 30, 2025. 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.

REGISTRATION FOR WEBGRANTS

Applicants must register within the New Mexico Crime Victims Reparation Commission WebGrants Online Grants Management System (WebGrants) at www.nmcvrcgrants.com to submit their new/competitive or continuing proposals. For a guide on how to register, watch the short video “WebGrants: Getting Started” on the CVRC YouTube channel <https://youtu.be/bW-OhFRrucA?si=h3JvVKRUJJalIBZ2>. Applicants do not need to register again if they have previously used WebGrants and have a login ID and a password.

The deadline to register in WebGrants is Tuesday April 30, 2024, for new users. Applicants are encouraged to register all users that may need access to the application prior to this date to ensure full system access. Users who register are not automatically approved but are reviewed Monday through Friday from 8:00 AM to 5:00 PM (MT). Users who register after this deadline will be unable to submit a proposal and will not be considered for protest. Please note that WebGrants registration is not the proposal submission. Applicants who do not register by this deadline and do not submit a complete proposal within the New Mexico Crime

Victims Reparation Commission WebGrants Online Grants Management System will not be considered for protest

QUESTIONS REGARDING RFP

To preserve the transparency, equity, and integrity of the application process, questions regarding the RFP must be submitted in WebGrants at www.nmcvrcgrants.com. All questions and responses will be displayed to all applicants on the Funding Opportunity Preview. CVRC staff will not respond to RFP questions submitted through the direct electronic mail service, the state designated email addresses.

SUBMISSION OF PROPOSALS: ELECTRONIC ONLY

Submission for application **must** be received in the New Mexico Crime Victims Reparation Commission WebGrants Online Grants Management System no later than **4:00 PM (Mountain Time) on Friday, May 3, 2024**. Proposals received after that time will be rejected as not meeting the mandatory requirements of the RFP. Applicants must submit proposals through the New Mexico Crime Victims Reparation Commission WebGrants Online Grants Management System found at www.nmcvrcgrants.com.

A complete proposal must adhere to the applicant submission instructions outlined in the RFP. If an applicant submits multiple versions of a proposal for the same Purpose Area, CVRC will review the most recent version submitted.

If technical difficulties are experienced at any point during the proposal process, the applicant must contact the STATE Grant Administrator, Marivel Baca, at (505) 795-4964 or Grants Bureau Chief, Donna Richmond, at (505)795-4486, no later than **4:00 PM (Mountain Time) on Tuesday April 30, 2024**.

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 FINALIST(S)

The Evaluation Committee will select the finalist(s) 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 (Mountain Time) 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 three (3) additional years, at the initial recurring allocation level, for a total of four years of funding pending State budget approval. The non-recurring 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 2025, **\$1,915,000.00, of which \$1,440,000.00 is NON-RECURRING and \$475,000.00 is RECURRING. Proposals must clearly indicate in their proposal narrative, deliverables and budget which components are being applied for under the non-recurring and which is recurring.**

SCOPE OF WORK AND DELIVERABLES

Eligible applicants under this RFP will apply 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 a brief description of all components listed below in which you are applying for, along with services and elements indicated.

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 briefly 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 briefly 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 briefly 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**
- 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.

- 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 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

- Applicant must describe the continued need for the established Task Force for the Statewide Sexual Assault Hotline how the developed plan will continue to sustain this hotline.

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

- Must Provide policy and procedure for the operation of the Statewide Sexual Assault Hotline
- Must provide a copy of the current contract with the operations and managing system vendor for the Statewide Sexual Assault Hotline
- Must describe how the applicant's established Task Force has supported its members, including non-profits, governmental, tribal and community to include rural stakeholders.
- Must provide monthly meeting agenda's, minutes, and attendance records.
- Must describe how the plan will sustain and support statewide hotline.
- Component 7 will require a submission of a projected timeline with application under additional document section.
- Component 7 will require quarterly statistical reporting

Component 8: Emergency Funds

- Must demonstrate why these emergency funds are needed 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 8 must at a minimum support the following deliverables within their application:

- Must follow the CVRC guidelines for administering Emergency funds.
- 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.
- 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.

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.
- 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

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

Organizations that participate in unallowable activities will be in violation of the terms of this RFP and will be subject to administrative action, such as withholding of payments and termination of awards and could affect the awarding of subsequent grants.

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 in the New Mexico Crime Victims Reparation Commission WebGrants Online Grants Management System at www.nmcvcregrants.com

- 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
- 5) **Timeline:** When it will be done
- 6) **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 07/01/2024 – 06/30/2025 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 victims/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 next business day after the 10th. Applicants may choose to submit invoices on a quarterly basis if written notification is provided.

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 next business day after 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 next business day after 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
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 OVC TTAC On-line Training:

All agency staff must complete the OVC TTAC training at least once every three years. The certificate of completion must be included in the personnel files.

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

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 non-responsive 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 # 25-780-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 submit their application within the New Mexico Crime Victims Reparation Commission WebGrants Online Grants Management System, <https://nmcvrcgrants.com>. If an agency wants to add additional registered users, please register within the WebGrants system Online Grants Management System.

A complete proposal will consist of the following documents attached within the WebGrants Online Grants Management System.

- **Narrative** for the Purpose Area of your application as outlined in the application section of this RFP.
- **Deliverables/Primary Project Components** for the Purpose Area of your application. These should align with the narrative. The Primary Project Components are intended to outline: 1) the program goals, measurable objectives, implementing activities, key staff (Performed By) and impact evaluation activities and 2) the timeline for carrying out the implementing activities. It is your detailed game plan and it informs the application reviewers the ways in which you plan to expend these funds.
- **Deliverable Budget** for the Purpose Area of your application. The budget should support the deliverables/primary project components and reflect the components of your narrative.
- **Additional Documentation**, can be used to attach any additional documents needed to support the application request or documents for the applicants that may be submitted through an umbrella organization, such as a Statewide Coalition with an infrastructure to operate as a passthrough funding agency.

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>	
State Grant Application	Pass/Fail*
Purpose Area/Amount Requested	Pass/Fail*
Deliverables Budget	200
Primary Project Components	300
Narrative	500
<u>TOTAL POINT AVAILABLE</u>	<u>1000</u>
New Mexico / Native American Resident Preference	80
New Mexico / Native American Resident Veteran Preference Point	100

NEW MEXICO/NATIVE AMERICAN RESIDENT PREFERENCES

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

APPLICATION SECTION

STATE OF NEW MEXICO GRANT APPLICATION FORM INSTRUCTIONS

The Grant Application form consists of the sections outlined in the proposal format and organization sections. The State Grant Application must be submitted within the WebGrants system no later than **4:00PM (Mountain Time), Friday May 3, 2024.**

GENERAL INFORMATION INSTRUCTIONS

This section includes information regarding the primary contact person, and additional contract for your agency.

GRANT APPLICANT INFORMATION INSTRUCTIONS

This section you are providing information regarding the agency's 11-digit CRS ID number, providing a brief and clear summary of the project proposed. Additionally, you are providing information regarding the authorized person and financial officer for your agency

PURPOSE AREA AND AMOUNT REQUEST INSTRUCTIONS

The agency should select which purpose area as listed in this RFP they are applying for. The total amount requested must be listed as a whole number, with no cents included.

DELIVERABLE BUDGET

Prepare the budget from your proposed narrative and deliverables. Complete the budget form in WebGrants that corresponds with the purpose area chosen.

PRIMARY PROJECT COMPONENTS / 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 respond to the narrative questions specific to the Purpose Area in which they are applying.

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 10,000 characters within the WebGrants online system.

Purpose Area 1 Narrative Questions

- Briefly describe your agency/organization and 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.)
- 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.
- Identify representatives of underserved populations in New Mexico and the process that your organization will collaborate with to enhance the project.

Applicants must concisely address the required deliverables outlined within the Scope of Work and Deliverables section for all of the Purpose Area 1 components in which you are applying for:

- Purpose Area 1 Component 1: SANE Program Services Funding, Technical Assistance, and Coordination.
- Purpose Area 1 Component 2: Provision of Community Resources.
- Purpose Area 1 Component 3: Connection to Regional Partners and Programming.
- Purpose Area 1 Component 4: Specialized Training.
- Purpose Area 1 Component 5: Statewide Coordination of Child Sexual Abuse Efforts.
- Purpose Area 1 Component 6: Sexual Assault Legal Technical Assistance.
- Purpose Area 1 Component 7: Statewide Sexual Assault Hotline
- Purpose Area 1 Component 8: 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 10,000 characters within the WebGrants online system.

Purpose Area 2 Narrative Questions

- Briefly describe your agency/organization. Provide a 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.)
- Briefly 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 answer all the questions below. The narrative for Purpose Area 3 cannot exceed 10,000 characters. Applicants under Purpose Area 3 can 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 entire application must be submitted by that umbrella agency. The umbrella agency must attach a deliverable budget, PPCs, and a narrative for **each agency**. These documents will be uploaded within the WebGrants online system under "*additional documents*".

Purpose Area 3 Narrative Questions

- Briefly describe your agency/organization. A description of the agency's infrastructure and organizational capacity must be included. Provide a 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.)

- Is your agency a program whose mission is to reach and provide services to underserved, marginalized and/or culturally specific populations. If so, please briefly describe.
- Briefly describe the target population that the project will address. Include barriers to accessing your services that victims are experiencing.
- Briefly describe the nature of the problem that the proposed project will address. (Substantiate the problem with relevant information, as applicable.)
- 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.

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.

CONFLICT OF INTEREST FORM

Applicant must complete, sign, and return the Conflict of Interest Form, as a part of their proposal. Failure to complete and return the signed unaltered form may result in disqualification. This form can be downloaded off the CVRC webpage with the RFP and other documents.

AGENCY CERTIFICATION FORM

Applicant 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). This form can be downloaded off the CVRC webpage with the RFP and other documents.

ADDITIONAL DOCUMENTATION

This section can be used to attach any additional documents needed to support the application request or documents for the applicants that may be submitted through an umbrella organization, such as a Statewide Coalition with an infrastructure to operate as a passthrough funding agency. Umbrella organization must include a deliverable budget, PPCs, and a narrative for each agency as an additional document within the Webgrants online system. All documents must be submitted no later than **4:00 PM (Mountain Time) on May 3, 2024.**

FINAL STEP INSTRUCTIONS

Applications must be received in the New Mexico Crime Victims Reparation Commission WebGrants Online Grants Management System no later than **4:00 PM (Mountain Time) on May 3, 2024.** Proposals received after that time will be rejected as not meeting the mandatory requirements of the solicitation. Applicants must submit proposals through the New Mexico Crime Victims Reparation Commission WebGrants Online Grants Management System found at <https://nmcvrcgrants.com>

If technical difficulties are experienced at any point during the application process, the applicant must contact the STATE Grant Administrator, Marivel Baca, at (505)795-4964 or Grants Bureau Chief, Donna Richmond, at (505)795-4486, no later than **4:00 PM (Mountain Time) on April 30, 2024.** Please note that copies of applications received via email, facsimile or mail will not be accepted.

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

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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

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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

Appendix D Core Standard - PREA



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 Provided by 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 Agency Certification Sample Form

Document can be downloaded from WebGrants

Appendix H Campaign Contribution Disclosure Sample Form

Document can be downloaded from WebGrants

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two 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: _____

(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)

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 Conflict of Interest Affidavit Sample Form

Document can be downloaded from WebGrants

DRAFT CONTRACT

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

STATE OF NEW MEXICO

(NAME OF AGENCY)

PROFESSIONAL SERVICES CONTRACT # _____

THIS AGREEMENT is made and entered into by and between the State of New Mexico, NAME OF AGENCY, hereinafter referred to as the "Agency," and NAME OF CONTRACTOR, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

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

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(—OR—)

(CHOICE – MULTI-YEAR)

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars (\$ _____) in FYXX (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FYXX totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT) in FYXX.**

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in FYXX, FYXX, FYXX, and FYXX is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this

Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of

new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3)

years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:
[insert name, address and email].

To the Contractor:
[insert name, address and email].

25. Authority.

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

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

By: _____
Agency

Date: _____

By: _____
Agency's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
Agency's Chief Financial Officer

Date: _____

By: _____
Contractor

Date: _____

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

ID Number: 00-000000-00-0

By: _____
Taxation and Revenue Department

Date: _____

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

By: _____
GSD/SPD Contracts Review Bureau

Date: _____