

**HUMAN SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS (RFP)**

**Brain Injury Services**



**RFP# 23-630-8000-0006**

RFP Release Date: May 1, 2023

Proposal Due Date: May 29, 2023

**ELECTRONIC-ONLY PROPOSAL SUBMISSION**

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# **I. INTRODUCTION**

## **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish contracts with qualified professional agencies to provide non-Medicaid home and community-based services to eligible individuals living with brain injury. These services are provided through the Human Services Department (HSD) Brain Injury Program and are funded through the Brain Injury Services Fund (BISF). Contracted providers are sought to provide direct services to New Mexicans with traumatic and other acquired brain injuries, who have crisis interim needs and are not eligible to receive services through Medicaid. All services are intended to resolve a participant's crisis needs, while enhancing self-determination and promoting independence. The specific direct crisis interim provider services required include:

1. Service Coordination (SC)– through a professional agency specializing in serving the brain injury /disability population in each of the five service regions.
2. Fiscal Intermediary Agent (FIA) --through a professional agency, which pays for specialized goods and services accessed by BISF participants, statewide, and through its development of a specialized provider network that is willing to serve individuals with brain injury.

Life Skills Coaching, another BISF Program component, will be a service arranged through the FIA component, and provided in regions where professional Life Skills Coaching or Life Coaching services are available, through certified/licensed providers.

Offerors may submit ONLY a single proposal for one of the two service components and commit to avoiding conflict of interest by providing ONLY ONE of these service components to enrolled participants of the BISF Program.

BISF services through qualified professional agencies will be contracted to begin in FY24 (July 1, 2023 – June 30, 2024) with opportunity at the discretion of HSD to renew contracts for an additional 3 years or any portion thereof, for the purpose of continued service provision. In no case will contract(s), including all renewals thereof, exceed a total of four (4) years in duration.

As a payer of last resort, the BISF Program provides brain injury specific services (including SC and FIA) and/or goods that are not available from other programs to meet a participant's crisis needs. Program services through the SC Agency and the FIA are provided in one hundred eighty (180) day increments, until a participant has become eligible to receive their critical services through a payer source that is independent of the program or until the identified crisis need is otherwise resolved, allowing the individual to function independently in their homes and communities. All services are provided in accordance with the Brain Injury Services Fund Program regulations (NMAC 8.326.10) or new regulations and directions, as provided by HSD.

## **B. BACKGROUND INFORMATION**

This section provides background on HSD and the Medical Assistance Division (MAD) programs that may be helpful to the offeror in preparing a proposal. The information is provided as an overview and is not intended to be a complete and exhaustive description.

### **HSD Resources and Locations**

Approximately seventy percent (70%) of HSD's Medicaid revenue is from federal sources, twenty-eight percent (28%) is from the state general fund and two percent (2%) is from other state funds.

HSD has more than 1,800 authorized employees and contracts with community-based providers throughout the state. There are over 34 HSD, Income Support Division (ISD) field office locations statewide, with an additional three (3) satellite offices. To obtain a list of these office locations, please visit: [https://www.hsd.state.nm.us/lookingforassistance/field\\_offices\\_1/](https://www.hsd.state.nm.us/lookingforassistance/field_offices_1/). There are also eight (8) quality control offices statewide. HSD's central offices are located in three (3) Santa Fe building complexes: Plaza la Prensa (Behavioral Health Services Division and Medical Assistance Division); Rodeo Road Building (Administrative Services Department, Office of Inspector General, Office of the Secretary, Income Support Division, Child Support Division and Office of General Counsel) and Siler Road (Information Technology Division).

### **Organization of HSD**

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

**Office of the Secretary (OOS).** The Office of the Secretary consists of the Secretary of Human Services, the two (2) Deputy Cabinet Secretaries, the Office of General Counsel, the Office of Human Resources and the Office of Inspector General.

The Secretary provides cabinet-level direction for HSD. The Office of General Counsel provides legal support for the Agency. The Office of Inspector General investigates and pursues cases of fraud and abuse and administers the fair hearing process. The Office of Human Resources serves personnel needs of department employees, handles job recruitments, hiring, reorganizations and career counseling, as well as employee insurance and benefits, handles matters related to department personnel policies, provides coaching to the Agency's supervisors and managers, works with labor relations and delivers and coordinates training programs and staff development.

**Administrative Services Division (ASD).** The Administrative Services Division provides general administrative support for HSD and all its programs, including Medicaid.

**Income Support Division (ISD)** The Income Support Division is the primary source for eligibility determination for all HSD programs, including Medicaid. The Division's field staff of close to 1,000 employees, supervisors and county directors is administered through four district operations offices under the direction of two Deputy Directors. Field staff is responsible for interviewing

applicants/recipients, determining eligibility, and issuing benefits for the food stamp, cash assistance, Medicaid and other assistance programs.

**Medical Assistance Division (MAD).** The Medical Assistance Division manages and administers the federal Medicaid program and authorized waivers including the Centennial Care program. Medicaid is authorized under Title XIX of the Social Security Act. Federal contribution levels differ by program and vary based on relative ranking of the state in per capita income.

**Child Support Enforcement Division (CSED).** The Child Support Enforcement Division is a state and federal program to collect support from non-custodial parents. Its primary mission is to maximize the collection of child support for all New Mexico children.

**Behavioral Health Services Division (BHSD).** The Behavioral Health Services Division's primary role is to serve as the adult Mental Health and Substance Abuse State Authority for the State of New Mexico. The Authority's role is to address need, services, planning, monitoring and continuous quality systemically for all adults across the state.

**Exempt Services and Programs Bureau (ESPB).** The ESPB manages the following programs: HCBS waivers for individuals with Developmentally Disabled (DD) and Medically Fragile (MF) conditions; ICF/IID facilities; EMSA; Medicaid school-based services; state-funded Brain Injury services; Family, Infant, Toddler contract; PACE; and the Mi Via Self-Directed Waiver. As the oversight agency for related HCBS waivers, HSD/ESPB works closely with the DOH DDS, the operating agencies for the DD and MF waiver programs for both the traditional and Mi Via models. HCBS waivers are authorized by the CMS under section 1915(c) of the Social Security Act (SSA). These programs permit a state to furnish an array of home and community-based services that assist Medicaid recipients to live in the community and avoid institutionalization. Waiver services complement and/or supplement the services that are available to recipients through the Medicaid State plan and other federal, state or local public programs as well as support provided by families and communities. This Bureau also manages the Third-Party Assessor (TPA) contract with Comagine Health, which is contracted to perform the Third-Party Assessment and Utilization Review functions.

**Brain Injury Services Fund (BISF) Program.** As a non-Medicaid program, the Brain Injury Services Fund Program is housed within the Exempt Services and Programs Bureau of the Medical Assistance Division (MAD). This program provides programmatic oversight and funding for the contracted providers of both direct and support services for individuals living with brain injury.

*Direct Brain Injury Services (for the purposes of this procurement)* include two service components: 1) Service Coordination and 2) Crisis Interim Fiscal Intermediary Services. These services are further described in Section C. Scope of Procurement. These services are provided to eligible individuals, who are not enrolled in Medicaid. Life Skills Coaching, a service component described in the program regulations (8.326.10.13 NMAC) is a service that is covered using licensed/certified providers arranged through the Fiscal Intermediary Agent's network of specialized providers.

Brain Injury Support Services (not included in this procurement) are currently contracted through ARCA's Acquired Brain Injury Division, housing the New Mexico Brain Injury Resource Center (NMBIRC), as part of a Community Center dedicated to serving New Mexicans living with brain

injury. Support services include Information, Outreach and Referral services, including a statewide brain injury hotline, resource center, and website: <https://www.arcaopeningdoors.org/services/new-mexico-brain-injury-resource-center/>. These services are available to the general public statewide, including but not limited to anyone living with brain injury, caregivers and family members, and professionals working with brain injury.

Only Direct Brain Injury Services are being sought through this procurement.

### **Program Overview Background and History**

Traumatic Brain Injury (TBI) is an insult to the brain, not of congenital or degenerative nature, caused by an external physical force, which may or may not have produced a diminished or altered state of consciousness, but results in impairment(s) in cognitive, psycho-social, and/or physical functioning. Such injuries result when outside acceleration, deceleration, rotational and/or shearing forces cause the brain to be violently jarred or displaced within the otherwise protective casing of the skull. A TBI is defined as one type of Acquired Brain Injury, which may be acquired by traumatic means following birth.

Other Acquired Brain Injuries (ABI) which are not caused by an external force or trauma, may result in many of the same symptoms associated with Traumatic Brain Injury. Major causes of ABI are strokes, tumors, infectious diseases, toxic and chemical substances, vascular lesions, surgical procedures, and incidents associated with a lack of oxygen to the brain, such as anoxia.

As a result of Legislative action by the 2014 NM Legislature, the service definition of brain injury in FY15 expanded from one that included Traumatic Brain Injury *only* to one that now includes other Acquired Brain Injuries, as well. State Brain Injury Services through the Brain Injury Services Fund provide short-term interim services to qualifying individuals, until State Medicaid services or services through other payer sources can be accessed.

### **State Brain Injury Services**

The Brain Injury (BI) Program within HSD offers short-term crisis interim services for individuals with Traumatic and other Acquired Brain Injury, who are not eligible to receive assistance from other programs. More specifically, using BISF funding, the BISF Program contracts with Service Coordination agencies and a Fiscal Intermediary Agent (FIA) to provide Service Coordination and BI-specific home and community-based services (HCBS) and/or products not available from other programs to meet participants' BI-related needs following their Brain Injury. BISF HCBS, paid for through the FIA, also covers professional Life Skills Coaching. All services are provided on a short-term 180-day basis to residents of NM with a confirmed diagnosis of Brain Injury, in 180-day increments, for up to one year. Program participants are reassessed every 180 days to determine an ongoing need for services. A Program participant will continue to receive such services, based upon available funding, until the identified crisis situation is resolved; until the participant has become eligible to receive the same type of services from another payer source; or until the participant becomes eligible to receive services from other programs, including but not limited to Medicaid or Medicare. Services may continue for more than 180 days for the provision of unfilled needs, based on quarterly reassessments, in accordance with TBI Program regulations, if the need for continued support is justified. The BISF Program is an interim program and is not intended to provide services, care, or goods long-term. Research on brain injury issues demonstrates that individuals, who receive prompt



assistance with services and treatment following brain injury, experience shorter recovery times, a lesser degree of social failure, and are less prone to lifelong disability. Without prompt services and referral for appropriate diagnosis and treatment, the effects of brain injury quickly and negatively impact State Social Service and Judicial systems.

State long-term service options for Medicaid-qualified individuals with brain injury include Agency-Based or Self-Directed services, under the Community Benefit and Nursing Facility care.

Individuals with brain injury, who are interested in applying for health insurance, income support, or Medicaid services, can seek assistance through BISF Service Coordinators. They are also encouraged to contact NM's Aging and Disability Resource Center to request placement on the Central Registry. Contracted BISF service providers are essential in mitigating the socially devastating effects for those living with brain injury, without short-term or long-term services.

### **C. SCOPE OF PROCUREMENT**

The initial term for contracts will be twelve (12) months. Human Services Department (HSD) reserves the option of renewing the initial contract(s) on an annual basis for three (3) additional years, or any portion thereof, for the purpose of continued service provision. In no case will contract(s), including all renewals thereof, exceed a total of four (4) years in duration.

Initial contracts funded through this RFP will be awarded for the period beginning with the date of approval by the Department of Finance and Administration (DFA) to June 30, 2024. All contract awards shall be subject to HSD and DFA contract provisions. This will be a multi-source award.

The Human Services Department (HSD) requests proposals for the BISF Program for two provider areas as follows: (Offerors may only submit one proposal for the delivery of one of the two services in response to this request.)

#### **1. Service Coordination (SC)**

Service Coordination (SC) services are intended to be short-term services that include, but are not limited to, assessing, planning, coordinating, customizing, and monitoring participant home and community-based services funded by HSD's BISF Program. Service Coordinators are expected to problem-solve, ensure continuity, prevent fragmentation of services and endeavor to tap into any and all resources that are appropriate and accessible, including community-based supports, while resolving the crisis that brought the participant into the program. Services provided are NOT long-term case management services. Rather, the services provided are expected to enhance the participant's self-care and self-determination, promote independence from the program, promote independent functioning in the home and community, and encourage optimal individual and family participation. All participants must have a BISF Program Service Coordinator before they can receive any other BISF Program services. Depending on assessed needs, Service Coordinators will file referrals for BISF HCBS, including professional Life Skills Coaching, for individual program participants with the BISF Fiscal Intermediary Agent, who will arrange for and pay for needed goods and services, through its specialized network of brain injury providers. SCs are also responsible for monitoring progress and outcomes related to all BISF HCBS, including professional Life Skills Coaching.

Selected contractors are expected to maintain compliance with training and experience in brain injury and behavioral health issues per the program’s regulatory requirements (8.326.10.10.A NMAC) regarding staff qualifications. The SC service is intended to more efficiently resolve participant crises by reducing the stress participants face in managing multiple case workers and appointments, in their efforts toward greater independence. The SC agency is also expected to follow-up on and manage critical incidents involving participants, as they are reported to HSD.

2. Fiscal Intermediary Agent (FIA) BISF Services

Fiscal Intermediary Agent (FIA) services for the arrangement of brain injury specific home and community based services (HCBS) require the professional services of an agency experienced in professional fiscal management with the capacity to develop and manage a specialized network of brain injury healthcare and other providers and per the Program’s regulatory requirements (8.326.10.10 B NMAC) regarding staff qualifications. The FIA for these services is expected have sufficient knowledge of brain injury to be able to educate HCBS vendors about the brain injury specific needs of enrolled participants in working through any service delivery issues and respond to critical incidents that concern the brain injury participant’s BISF HCBS.

BISF HCBS include all of the “crisis interim” listed in the TBI regulations (8.326.10.13 NMAC), but also include professional Life Skills Coaching. BISF HCBS are short-term services that can be accessed upon referral by a BISF SC to resolve a crisis need that is directly related to the individual’s brain injury. Services may be provided following a participant’s initial brain injury; whenever there has been a sudden change in their medical, psychological or physical condition; or in the event that a new crisis has arisen. BISF HCBS are only accessible through the coordination of a BISF Program Service Coordination agency and are limited to filling a participant’s needs, when there is an imminent risk to the participant’s health and safety. Funds may be used to pay for the services and goods that have been formally assessed as a need by BISF Service Coordinators. Payment for BISF HCBS services and goods is only available in the event that another payer source cannot be identified.

Detailed descriptions and requirements (factors) for these services are located in Section IV, APPENDIX F (SC) and APPENDIX G (FIA).

This RFP may result in multiple awards.

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

## **D. PROCUREMENT MANAGER**

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

Name: Victoria Herrera, Procurement Manager

Telephone: (505) 709-5437  
Email: [victoria.herrera@hds.nm.gov](mailto:victoria.herrera@hds.nm.gov)

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

## E. PROPOSAL SUBMISSION

*Submissions of all proposals must be accomplished via the Human Services Department's electronic procurement portal, Bonfire. Refer to Section III.B.1 for instructions.*

## F. DEFINITION OF TERMINOLOGY

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

1. **“ABI”** means Acquired Brain Injury, which under the BISF service definition includes injuries to the brain arising from stroke, brain tumors, anoxia, aneurysms/vascular lesions, brain infections, shaken baby syndrome, lightning/electric shock, or exposure to toxic or chemical substances. Technically, the definition includes Traumatic Brain Injuries, as well, which may be acquired during an individual's lifetime. The definition excludes conditions of a congenital or strictly degenerative nature.
2. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
3. **“Appeal”** means a request for a review related to a dispute relating to the eligibility process, service hours, services, supports, etc.
4. **“ASD”** means the Administrative Services Division of the New Mexico Human Services Department.
5. **“Award”** means the final execution of the contract document.
6. **“BISF”** means Brain Injury Service Fund, which provides non-Medicaid short-term Service Coordination and BISF home and community-based services (HCBS, a.k.a. “Crisis Interim services”), including professional Life Skills Coaching, to individuals who have a confirmed

diagnosis of brain injury. It is funded by a \$5 fee applied to NM moving traffic violations and administered through the NM Human Services Department.

7. **“BI”** or **“Brain Injury”** means an injury to the brain of traumatic or acquired origin resulting in total or partial functional disability, psychosocial impairment, or both. The term applies to open and closed head injuries caused by an insult to the brain from an outside physical force; anoxia, electrical shock; shaken baby syndrome; toxic and chemical substances; near-drowning; infections; tumors, or vascular lesions. BI may result in either temporary or permanent, partial or total impairments in one or more areas including, but not limited to cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech. For the purposes of the Brain Injury Services Fund Program, the definition excludes conditions of a congenital or strictly degenerative nature.
8. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
9. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
10. **“CMS”** means the Centers for Medicare and Medicaid Services (CMS) which is part of the Federal Health and Human Services Department.
11. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror’s submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.
12. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
13. **“Contract Manager”** means the individual selected by the Agency to monitor and manage all aspects of the contract resulting from this RFP.
14. **“Contractor”** means any business having a contract with a state agency or local public body.
15. **“CPO”** means Chief Procurement Officer.
16. **“CRB”** means contracts Review Bureau.
17. **“Day”** means business day unless otherwise specified.
18. **“Deliverable”** means a measurable, tangible, verifiable outcome, result or item that must be produced to complete a project or part of a project.

19. **“Department”** means the Human Services Department.
20. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
21. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
22. **“DFA”** means the Department of Finance and Administration for the State of New Mexico.
23. **“Electronic Submission”** means a successful submittal of Offeror’s proposal in the Bonfire system, in such cases where Bonfire submissions are accepted.
24. **“Electronic Version/Copy”** means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can NOT be emailed.
25. **“Employer”** means any for-profit or not-for-profit business, regardless of location, that employs one or more persons that qualify as a “New Mexico Employee”. (See below.)
26. **“EPSDT”** means Early and Periodic Screening, Diagnostic and Treatment benefit.
27. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
28. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
29. **“Factor”** means a Section of the RFP that requires a response.
30. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
31. **“FIA” or “Fiscal Intermediary Agent” or “Fiscal Intermediary”**, as it applies to this RFP, means an organization that arranges for the brain injury specific services and goods that have been assessed as a need and which processes accounting payment activities for the entities associated with the Brain Injury Services Fund Program.
32. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
33. **“Fraud”** means intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to himself or to

some other previously described entity or person. It includes any act that constitutes fraud under applicable federal or state law.

34. **“Human Services Department”** mean the sole executive department in New Mexico responsible for the administration of Title XIX (Medicaid). “HSD” may also indicate the Agency’s designee, as applicable.
35. **“HCBS”** means “Home and Community Based Services”, which are defined as services to promote independent living that are provided in a person’s home or community, i.e., those not provided under institutional care. BISF HCBS are those that may be required when there has been a sudden change in the medical, psychological or physical condition of an individual; when there is acceleration in the amount of services needed, when needs have suddenly changed, or when another payer source will not pay for the unique BI services assessed as a need. BISF HCBS are provided to protect the client from imminent risk to his or her health and safety, or to protect the health and safety of others. These include home health care; homemaker services; respite care; outpatient mental/behavioral health; traditional and alternative therapies; medically-related transportation and medications related to the brain injury; physician co-pays; special equipment, communication/assistive devices, and durable medical goods; professional organizer services; once in a lifetime housing assistance; environmental modifications; retrofit of an automobile, as well as Neuropsychological Evaluations. For the purposes of this RFP, they also include professional Life Skills Coaching services through licensed/certified providers, as they are regionally available.
36. **“ICD-10 Code”** means the diagnostic code used to designate a medical condition.
37. **“ILP”** means Independent Living Plan, which constitutes the range of services that have been assessed as a need to assist a participant in resolving a crisis and cultivating greater independence while living independently in their home and community.
38. **“ISD”** means Income Support Division.
39. **“Life Skills Coaching”** means services provided for individuals with Brain Injury to assist them in developing skills of independently performing routine daily tasks that will enhance the quality of their lives. Coaching is customized for each participant to assist them in meeting their unique brain injury related needs. Coaching is usually provided in the client's home, place of work or wherever an activity would normally occur. BISF Life Skills Coaching may also be provided to family members to help them adjust to their changing roles and circumstances following the brain injury of their family member. For the purposes of this RFP, professional LSC is available to participants with an assessed need by SC referral through the BISF FIA; this service cannot be provided by BISF Service Coordinators.
40. **“MAD”** means Medical Assistance Division of the Human Services Department.
41. **“Managed care organization (MCO)”** means an organization licensed to manage, coordinate and assume financial risk on a capitated basis for the delivery of specified

services to enrolled members from a certain geographic area. Also referred to as a managed care plan and managed care program.

42. **“Mandatory”** the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
43. **“Minor Technical Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
44. **“Multiple Source Award”** means an award of an indefinite quantity contract to more than one Offeror, for one or more similar services, items of tangible personal property or construction.
45. **“New Mexico Employee”** means anyone performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.
46. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
47. **“Participant”** means client, consumer, or person receiving services from the BISF Program.
48. **“Payer”** means entity that pays for services.
49. **“Price Agreement”** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
50. **“Procurement Manager”** means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.
51. **“Procuring Agency”** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.
52. **“Program Manager”** means the person or designee authorized by the Department to manage or administer direct work of a Contractor. This person is the Brain Injury Services Program Manager for the HSD Brain Injury Program.
53. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
54. **“Prospective”** means a period of time starting with the date of application going forward.

55. **“Quality Assurance”** means a process of discovery, both prospective and retrospective to evaluate the program; identifies areas for remediation; and implements quality improvement strategies to ensure that appropriate and timely action is taken, as indicated.
56. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
57. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
58. **“Requirements”** are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.
59. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.
60. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
61. **“SC” or “Service Coordinator” or “Service Coordination”**, defined as services that may include, but are not limited to, assessing, customizing, planning, coordinating, implementing and monitoring the BISF HCBS of an approved program participant to resolve their crisis needs to promote their independent functioning. Service Coordination enhances the individual's self-care and self-determination and includes optimal individual and family participation. Service Coordination is a problem-solving function that is intended to ensure continuity of services, prevent fragmentation of services. and tap into any and all resources that are appropriate and accessible for program participants living with brain injury, until other payer sources are identified, or the crisis is otherwise resolved. It is the responsibility of BISF Service Coordinator to neither under-utilize nor over-utilize available services.
62. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Procurement Manager. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Procurement Manager in such cases.
63. **“Short-Term”** means ninety (90) days for BISF SC or BISF HCBS accessed through the



BISF Program for up to one year; interim.

64. “**Solicitations**” means Invitations to Bid (ITBs) and Requests for Proposals (RFPs).
65. “**SPD**” means State Purchasing Division of the New Mexico State General Services Department.
66. “**Staff**” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
67. “**State (the State)**” means the State of New Mexico.
68. “**State Agency**” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
69. “**State Purchasing Agent**” means the Director of the Purchasing Division of the General Services Department.
70. “**TBI**” means Traumatic Brain Injury, which constitutes an insult to the brain from an outside physical force that may or may not have produced a diminished or altered state of consciousness. The term applies to open or closed head injuries resulting in impairments in an individual’s cognitive, behavioral and/or physical functioning. Functional impairments may occur in one or more areas such as: cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory; perceptual, and motor abilities; psychosocial behavior, physical function, information process and speech. Impairments may be either temporary or permanent and may cause partial or total functional disability and/or psychosocial disorientation.
71. “**Unique Brain Injury Services**” means covered services that are intended to meet the unique home and community-based needs of individuals living with brain injury that are not available through any other funding source. These services are available to qualifying individuals on a short-term basis to resolve a crisis; until the individual’s care has been transferred to the State’s Medicaid managed care system or another payer source is available.
72. “**Unit rate**” means a rate per unit a contractor will be paid for services. Example amount “Per Member Per Month” is what HSD will compensate a contractor for Service Coordination.

## G. PROCUREMENT LIBRARY

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

RFP, Questions & Answers, RFP Amendments, etc.

[New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)

[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](http://state.nm.us)

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

1. NM Brain Injury Services Fund Program. Available on website:  
<https://www.hsd.state.nm.us/lookingforassistance/brain-injury/>
2. 8.326.10 Brain Injury New Mexico Administrative Code (NMAC). Available on website:  
<https://www.hsd.state.nm.us/providers/rules-nm-administrative-code/>
3. Draft Brain Injury Services Fund Service Standards. Available upon request.
4. Procurement Code NMSA 1978, Section 13. Available on website:  
<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otokLC4EbDtyp8BQkAGU8pAELcASgFEAMioBqAQQByAYRW1SYAEbRS2ONWpA>
5. Procurement Regulations, NMAC 1.4.1. A copy may be obtained from the following web site address: <https://www.generalservices.state.nm.us/wp-content/uploads/2021/02/1-4-1-NMAC.pdf>

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

| <b>Action</b>                                | <b>Responsible Party</b>         | <b>Due Dates</b>                 |
|--|----------------------------------|----------------------------------|
| 1. Issue RFP                                 | Agency                           | May 1, 2023                      |
| 2. Acknowledgement of Receipt Form           | Potential Offerors               | May 8, 2023                      |
| 3. Pre-Proposal Conference                   | Agency                           | May 8, 2023                      |
| 4. Deadline to submit Written Questions      | Potential Offerors               | May 12, 2023                     |
| 5. Response to Written Questions             | Procurement Manager              | May 17, 2023                     |
| <b>6. <i>Submission of Proposal</i></b>      | <b><i>Potential Offerors</i></b> | <b><i>May 29, 2023</i></b>       |
| 7.* Proposal Evaluation                      | Evaluation Committee             | May 29, 2023- June 2, 2023       |
| 8.* Selection of Finalists                   | Evaluation Committee             | June 2, 2023                     |
| 9.* Best and Final Offers                    | Finalist Offerors                | June 9, 2023                     |
| 10.* Oral Presentation(s)                    | Finalist Offerors                | TBD                              |
| 11.* Finalize Contractual Agreements         | Agency/Finalist Offerors         | June 9, 2023- June 16, 2023      |
| 12.* Contract Awards                         | Agency/ Finalist Offerors        | When signed by SPD/CRB           |
| 13.* Protest Deadline                        | Agency                           | 15 Days after the Contract Award |
| 14. Effective Date of Contract (Approximate) | Agency                           | July 1, 2023                     |

\*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

### B. EXPLANATION OF EVENTS

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

#### 1. Issue RFP

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

## 2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the procurement Manager via e-mail by 5:00 pm MST/MDT on the date indicated in Section II.A, Sequence of Events.

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

## 3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00 PM MST/MDT via Microsoft Teams.

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 262 077 412 659

Passcode: zQ5vpF

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 505-312-4308,,879453990#](#) United States, Albuquerque

Phone Conference ID: 879 453 990#

[Find a local number](#) | [Reset PIN](#)

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

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

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT as indicated in Section II.A, Sequence of

Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

## 5. Response to Written Questions

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

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

[New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)

[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](http://state.nm.us)

## 6. Submission of Proposal

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

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 4:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal. Proposals will be time-stamped in the system when the Offeror clicks “OK” after “Review and Submit.” Such electronic submissions will be considered sealed in accordance with statute.

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

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

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this 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.

## **7. Proposal Evaluation**

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

## **8. Selection of Finalists**

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

## **9. Oral Presentations**

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

## **10. Best and Final Offers**

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

## **11. Finalize Contractual Agreements**

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves

the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

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

## **13. Protest Deadline**

Any protest by an Offeror must be 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 award of contract(s) and will end at 5:00 pm MST/MDT on the 15<sup>th</sup> 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 directed to:

Office of General Counsel  
1474 Rodeo Rd.  
Santa Fe, New Mexico 87505

**PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.**

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

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

### **2. Incurring Cost**

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

### 3. Prime Contractor Responsibility

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

### 4. Subcontractors/Consent

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

### 5. Amended Proposals

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

### 6. Offeror's Rights to Withdraw Proposal

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

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

### 7. Proposal Offer Firm

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

### 8. Disclosure of Proposal Contents

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

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



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

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

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

## **9. No Obligation**

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

## **10. Termination**

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

## **11. Sufficient Appropriation**

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

## **12. Legal Review**

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

## **13. Governing Law**

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

## 14. Basis for Proposal

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

## 15. Contract Terms and Conditions

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

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

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

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

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

## 16. Offeror's Terms and Conditions

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

## 17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP

process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

## **18. Offeror Qualifications**

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

## **19. Right to Waive Minor Irregularities**

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

## **20. Change in Contractor Representatives**

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

## **21. Notice of Penalties**

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

## **22. Agency Rights**

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

## **23. Right to Publish**

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

## **24. Ownership of Proposals**

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

## **25. Confidentiality**

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

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

## **26. Electronic Mail Address Required**

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

## **27. Use of Electronic Versions of this RFP**

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

[New Mexico Human Services Department \(bonfirehub.com\)](http://bonfirehub.com)  
[Open RFPs | New Mexico Human Services Department \(state.nm.us\)](http://state.nm.us)

## **28. New Mexico Employees Health Coverage**

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.

- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

## 29. Campaign Contribution Disclosure Form

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

## 30. Letter of Transmittal

Offeror's proposal must be accompanied by a Letter of Transmittal Form (APPENDIX B), which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

**Failure to submit a signed Letter of Transmittal Form (APPENDIX B) will result in Offeror's disqualification.**

### **31. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
  3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
  4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
    - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this

Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

### **32. Copyright and Ownership of Brain Injury Documents, Products, Resources, and Materials.**

All materials developed or acquired by the entity awarded a contract under this RFP shall become the property of the State of New Mexico and shall be delivered in both printed and electronic formats, no later than thirty (30) days after the termination date of the contract. It is the responsibility of the contractor to provide electronic formats compatible with the systems designated by HSD. All such documents and/or products shall be indexed and placed in appropriately labeled format and delivered upon request. Nothing produced, in whole or in part, by the contractor shall be the subject of an application for copyright by or on behalf of the contractor. HSD maintains the right to modify materials and/or assign use of the materials as deemed appropriate.

### **33. 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.**

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP as an electronic submission.

#### B. ELECTRONIC SUBMISSION

1. **ONLY ELECTRONIC SUBMISSION VIA (Human Services Procurement Portal, Bonfire Interactive, can be accessed at [New Mexico Human Services Department \(bonfirehub.com\)](http://New Mexico Human Services Department (bonfirehub.com)))**
2. **All vendors must register with the Procurement Portal to log in and submit requested information.**

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

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

1. **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals ***SHALL NOT contain any cost information.***
  - a. **Confidential Information**: If Offeror’s proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files**:
    - i. One (1) ELECTRONIC version of the requisite proposals identified in Section III.B.1.a above as **unredacted** (def. Section I.F.38) versions for evaluation purposes; and
    - ii. One (1) **redacted** (def. Section I.F.27) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions **must** be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;
2. **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**.



For technical support issues go to [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit their help desk forum at <https://bonfirehub.zendesk.com/hc>

The ELECTRONIC proposal submission must be fully uploaded in Human Services e-Procurement Portal by the submission deadline in Section II.B.6.

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

## C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

### 1. Proposal Content and Organization

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

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

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16 )
7. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal**)
  - a. Organizational Experience and Performance
  - b. Project Specific Administrative Responsibilities
  - c. Quality Assurance and Program Integrity
  - d. Organizational References
  - e. Brain Injury Services General Requirements
  - f. Service Component Specific Requirements
  - g. Evaluation of Services Delivered
  - h. Oral Presentations (if applicable)
  - i. Statement of Assurances
  - j. Financial Stability (Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.1.a.i or Section III.B.2.a.i, as applicable)
  - k. Suspension and Debarment Requirement
  - l. Employee Health Coverage Form
8. Other Supporting Material (if applicable)

## **Cost Proposal:**

### **1. Completed Cost Response Form (APPENDIX H)**

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

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

### **2. Letter of Transmittal**

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

### **3. Campaign Contribution Disclosure Form**

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

### **4. Table of Contents**

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

### **5. Proposal Summary**

The proposal summary must be five (5) pages or less. It shall provide the Evaluation Committee with an overview of the technical and business features of the proposal. This material will not be used in the evaluation process but may be used in public notifications regarding the successful offeror's selection.

### **6. Response to Department's Terms and Conditions**

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

## **7. Offeror's Additional Terms and Conditions**

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

## **8. Response to Mandatory Specifications**

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

## **9. Suspension and Debarment Requirement Form**

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

## **10. Employee Health Coverage Form**

The Offeror must agree with the terms as indicated in APPENDIX K.

## **11. Lobbying**

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

## IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

### A. DETAILED SCOPE OF WORK

Please review the attached Sample Contract (APPENDIX E) as well as the Scope of Work for the services to be proposed by the Offeror. For Service Coordination Scope of Work, see APPENDIX F. For Fiscal Intermediary Agent Services Scope of Work, see APPENDIX G.

### B. TECHNICAL SPECIFICATIONS

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

All Offerors are required to respond to each of the numbered mandatory requirements in Section IV.C for Factors I, II and III. Please note that Factors I (A-D), II.A, II.C, and III are common factors for all respondents; only Factor II.B will include different specifications for SC and FIA services; these will be listed under separate headings.

The proposal should be as concise as possible but must include specifics that address **EACH** of the requirements, outcomes, activities and timelines detailed in this RFP section. **Offerors MUST number their responses to correspond with each numbered mandatory factor item.** The narratives along with required attachments will be evaluated and awarded points accordingly.

In summary, the response to Factor I should describe the Offeror's experience and expertise in serving individuals with brain injury and/or other disabilities; provide information on the organization's financial soundness; and reflect the Offeror's ability to function as a partner to HSD/MAD.

The purpose of Factor II is to describe the approach and practices to be employed by the Offeror, as well as expected results and benefits, and how results will be monitored, evaluated, and reported to the HSD. Factors for each service and activity are listed under separate headings for the two (2) service components included in Factor II.B.

The response to Factor III requires that Offerors complete the Cost Proposal/Budget section of the proposal as directed. Response to this factor must include the completed Cost Proposal/Budget Form, which can be found in APPENDIX H; this appendix also includes a table specifying the available funding.

Offerors of SC services may propose to provide the service in one or more regions, under the conditions that they maintain a physical presence in each of the proposed service regions and provide the proposed service throughout the service region as defined in APPENDIX F.

Offerors of FIA services must propose to provide the service statewide.

Points will be awarded based on the thoroughness and clarity of the response, its breadth and depth and the perceived validity of the response.

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

Mandatory specifications are covered under Factors I, II, and III, as designated by numbered items in **bold**. Responses of all Offerors are to follow the numbered format in the sequence as outlined for all of the factors below.

**1. Administration and Performance (400 points total)**

All Offerors should complete this Factor in narrative form, as it relates to their entire agency or organization.

**FACTOR I.A. Organizational Experience and Performance (100 Points total)**

**Mandatory Requirements:**

**All Offerors must:**

1. Describe their:
  - a. Mission
  - b. Goals
  - c. Values
2. Describe how the Offeror's governing board will include membership that is representative of the population of the community served, including at least one person living with brain injury/disability.
3. Include the organizational chart of the entire agency. Identify and include an explanation of the functions of staff pertaining to the execution of the scope of work detailed in this RFP, as it relates to the services proposed.
4. Include names, job titles, job descriptions and qualifications of all key personnel who will be responsible for work on each proposed service program or project. If any such positions are not currently filled or individuals are not committed to these positions, the Offeror must provide the qualifications of the position. Include copies of resumes and appropriate professional certifications. If any of the staff have a Certified Brain Injury Specialist (CBIS) credential, please include a copy of the most recent renewal.
5. Describe the Offeror's plan to employ direct service staff with the following minimum qualifications:
  - a. Have a Bachelor's Degree in: social work, counseling/behavioral health, nursing/therapy (PT, OT, SLP), special education, education or closely related field and one year's experience working with persons with disabilities, or no less than two years of experience working with a population similar to Brain Injury.

- b. Have a current New Mexico professional license in good standing in one of the fields indicated above.
  - c. Have an education and/or experience exception from the HSD for persons with relevant education, internships, or volunteer experience. All exceptions must be in writing from the appropriate HSD representative.
  - d. Have a prior written exception approval from HSD for any person providing services as an intern.
6. Describe how the offeror will ensure that staff assigned to these projects possesses sufficient current knowledge of Brain Injury, resources available to the brain injury/disability communities, the requirements of this Scope of Work, as well as applicable State and Federal regulations.
  7. Describe the agency's experience and success in working with similar programs, projects and/or populations.
  8. Specify the regions in which the agency proposes to deliver the services, provide information about their experience in delivering similar services in the proposed region(s), and describe how they will serve individuals living in rural areas of the proposed region(s).
  9. List the location, address and phone number for each service site or office; clearly indicate the counties served by that office; describe the major services provided at each site; and estimate the number of individuals expected to receive services at each site as it applies to Brain Injury provider services.
  10. Include evidence of compliance with previous contract requirements including contracts related to similar projects and/or service delivery experience. This may include, but is not limited to, compliance with project deliverables in past work, responsiveness to corrective action plans, timely submission of evaluations and reports.

**FACTOR I.B. Project Specific Administrative Responsibilities (100 Points total)**

**Mandatory Requirements:**

**All Offerors must:**

11. Describe how the Offeror will coordinate and be responsive to HSD/MAD's Brain Injury Program and other Program Contractors on the implementation and operation of service components.
12. Describe the Offeror's plan to attend and participate in Brain Injury Service Fund Program provider trainings, BISF Operations Meetings, and *ad hoc* conference calls and meetings as requested by HSD/MAD, and to provide input on issues as requested.
13. Describe the Offeror's availability to participate and respond to requests for information and audit activities as requested.

14. Describe the Offeror's plan for how participant records will be maintained and available for inspection by HSD, DFA, and the State Auditor.
15. Describe the Offeror's plan for ensuring that any confidential information provided in the performance of the Scope(s) of Work detailed in this RFP, will not be made available to any individual or organization without prior written approval by HSD.
16. Describe how the Offeror will employ or contract and train BISF Program staff in accordance with Brain Injury Program requirements in 8.326.10 NMAC.
17. Describe how the Offeror will notify HSD of changes related to key project personnel and/or regional staff that are needed to support the contracted service.
18. Describe how the offeror will maintain a current directory of local, regional, state and national Brain Injury resources for use by staff and participants and regularly update resources with the NM Brain Injury Resource Center, upon their request.
19. Describe how the Offeror will retain files for participants that:
  - a. Transition to an inactive status
  - b. Move out of state
  - c. Transition to services under another payor (MCO, PACE, etc.).
  - d. Participant passes away
20. Describe the offeror's plan to submit automated data collecting and reporting system to be employed for the purpose of meeting scope of work requirements.
21. Describe how the Offeror will submit monthly reports to HSD regarding participant enrollments, dis-enrollments, census and individual participant costs, as applicable.
22. Describe how the Offeror will submit detailed quarterly reports, as specified by the HSD, and Ad hoc reports as requested.
23. Describe how the Offeror's written billing policies and procedures along with the system that will be utilized to allow the provider to bill according to the HSD Unit Billing requirements.
24. Describe how the Offeror will not bill BISF participants for BISF Program services or duplicate services provided by other State General Funding or other BISF contracted providers, or another payer source.
25. Describe how the Offeror will assist participants in obtaining reimbursement for approved out of pocket expenses in a timely manner.
26. Describe the Offeror's plan to maintain separate accounting activities and records for the BISF Program in accordance with all other State requirements.

**FACTOR I.C. Quality Assurance and Program Integrity (100 Points total)**

**Mandatory Requirements:**

**All Offerors must:**

27. Describe how the Offeror is committed to a high quality of service for individuals living with a Brain Injury, including description of quality indicators.
28. Describe the Offeror's internal fraud and abuse, and program integrity programs.
29. Describe how the Offeror will maintain proof of all current appropriate licenses and/or accreditation certifications that apply to the proposed service or project for employees and/or subcontractors as applicable.
30. Describe how the Offeror will ensure compliance with all state and federal confidentiality and Health Insurance Portability and Accountability Act (HIPAA) laws.
31. Describe how the Offeror will ensure that all agency sites are barrier free and comply with accessibility standards of the Americans with Disabilities Act (ADA).
32. Describe the Offeror's Quality Assurance and/or Continuous Quality Improvement program.

**FACTOR I.D. Organizational References (100 Points total)**

Offeror is required to see APPENDIX I "Reference Questionnaire" for instructions pertaining to the provision of the requested references, which shall be submitted *directly by* the referring client to the HSD Procurement Manager. Points will be awarded based on evaluation of the responses to a series of questions that will be asked concerning the quality of the Offeror's services, the timeliness of services, responsiveness to problems and complaints and the level of satisfaction with the Offeror's overall performance.

**Mandatory Requirements:**

**All Offerors must:**

33. Arrange for three (3) external corporate reference questionnaires to be completed by clients, who have received similar services to those proposed for this contract, and as possible for projects in the public sector that have occurred within the past five (5) years.

If the Offeror proposes to use subcontractors for significant portions of the Scope of Work, the Offeror shall provide an additional three (3) external Reference Questionnaires for each major subcontractor, if applicable. Each reference must include the name of the company, company current address, name of the contact person, telephone number, email address, relationship to the Offeror and the date and description of the services provided.

*It is the Offeror's responsibility to ensure the forms completed by the Offeror's references are received by the Procurement Manager on or before the proposal submission deadline for inclusion in the evaluation process.*



Organizational References that are not received, or are incomplete, may adversely affect the Offeror's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

**NOTE TO OFFERORS:** As part of the proposal response to this factor, Offerors shall submit the following Business Reference information for each external reference anticipated to provide a reference:

- a) Client project manager name, telephone number, fax number and e-mail address;
- b) Project description;
- c) Project dates (starting and ending);

## **2. Brain Injury Services and Scopes of Work (300 Points total)**

### **Service Component Descriptions and Scopes of Work**

Service Coordination and Fiscal Intermediary Agent Services are discrete but interdependent and interacting services. Although each Offeror is limited to the provision of one (1) service through the BISF Program, Offerors are encouraged to understand the functions of other BISF service Components. (Factors follow descriptions.)

#### **1. Service Coordination (SC)**

A sample contract can be located in APPENDIX E. The Service Coordination Provider Scope of Work can be located in APPENDIX F.

- a. *Service Coordination (SC) services* are intended to be short-term services that include, but are not limited to assessing, planning, coordinating, customizing, and monitoring participant home and community-based services funded by HSD's BISF Program. Service Coordinators are expected to problem-solve, ensure continuity, prevent fragmentation of services and endeavor to tap into any and all resources that are appropriate and accessible, including community-based supports, while resolving the crisis that brought the participant into the program. Services provided are NOT long-term case management services. Rather, the services provided are expected to enhance the participant's self-care and self-determination, promote independence from the program, promote independent functioning in the home and community, and encourage optimal individual and family participation. All participants must have a BISF Program Service Coordinator before they can receive any other BISF Program Services. Depending on assessed needs, Service Coordinators will file referrals for BISF HCBS, including professional Life Skills Coaching, for individual program participants with the BISF Fiscal Intermediary Agent, who will arrange for and pay for needed goods and services through its specialized network of brain injury providers. Service Coordinators are also responsible for monitoring progress and outcomes related to all BISF HCBS, including professional Life Skills Coaching.

Selected contractors for the Service Coordination component are expected to be professional social workers with training and experience in brain injury and behavioral health issues per the Program's regulatory requirements (8.326.10.10.A.1 NMAC) regarding staff qualifications. Service Coordination is intended to more efficiently resolve participant crises by reducing the stress participants face in managing multiple case workers and appointments, in their efforts toward greater independence. The Service Coordination agency is also expected to report, manage, and follow up on Critical Incidents to HSD.

- b. *Service Coordination Scope of Services* - Service Coordination is used to assist individuals with gaining access to social, educational, medical, and other appropriate services that are home and community-based. Service Coordination responsibilities include, but are not limited to:
  1. Determining eligibility of participants to receive BISF Program services. This includes assisting them in gathering documentation of their brain injury ICD10 code and other medical documentation, completing the program application, and assisting with other related application requirements;
  2. Conducting formal in person assessment of participant needs, using tools approved by the HSD;
  3. Identifying appropriate programs to meet the individual's needs and making appropriate referrals;
  4. Develop a goal driven independent living plan (ILP) with the participant, that includes strategies, measurable goals, and desired outcomes. Discharge planning will be initiated at the start of the independent living plan and reviewed during monthly in person visits with the participant;
  5. Making referrals for BISF HCBS as payer of last resort for assessed needs while other payer sources are sought and until the services become active under the new payer source, or the crisis is otherwise resolved;
  6. Monthly face-to-face meetings with participants;
  7. Coordinating and assisting with applications and transition to other services and programs.
  8. Coordinate, as needed, with the New Mexico Brain Injury Resource Center and the Fiscal Intermediary Agent regarding the coordination of participant services.
  9. Maintain a 24 hour emergency response system that allows participants to contact the agency and respond to individual emergency situations within a reasonable amount of time after notification on a 24-hour basis. The Service Coordination agency must also provide a written policy to all program participants.
- c. *Intent of Service Coordination* - Service Coordination is intended to be provided on a short-term basis to resolve an identified crisis, including but not limited to lack of health insurance, homelessness, loss of employment or income, insufficient finances, or loss of natural supports. It is intended to augment, not replace the individual's natural supports, while assisting the individual in identifying and connecting with new supports.
- d. *Service Coordination Focus* - Service Coordination focuses on supports that are natural and appropriately non-intrusive. It is intended to nurture individuality in the

person's environment, and to use every means possible to allow the participant to live in their own home and/or community.

- e. *Entry into the BISF Program and Referral of Services*- Service Coordination is the entry point into the BISF Program. Only after eligibility status has been determined does the Service Coordinator initiate the face-to-face in-home Service Coordination assessment. Referrals for BISF HCBS, including professional Life Skills Coaching, will ensue only after the SC assessment has been completed and the ILP has been developed.
- f. *Service Coordination, Frequency of Contact* - All Service Coordinators are required to conduct a minimum of one-hour face-to-face sessions with their participants monthly. Initial assessment shall be conducted face-to-face, but after initial services have been established, participants living over 150 miles round-trip from their Service Coordinator's agency, may have less frequent face-to-face sessions, if Service Coordination can be provided via telehealth utilizing a HIPAA compliant platform. The deviation from face-to-face contact and reduced frequency shall be justified in a written request to HSD and documented in the participant's ILP, following HSD's written approval.
- g. *Sole Provision of Service Coordination* – Agencies contracted to provide Service Coordination shall only provide services in the execution of their contracted scope of work. Service Coordination agencies cannot provide FIA services, professional Life Skills Coaching or any other BISF HCBS in the execution of their contract.
- h. *Limited Service Coordination* - Participants on limited Service Coordination are those that are still receiving BISF HCBS, including professional Life Skills Coaching, to resolve an ongoing crisis, but who no longer need intense Service Coordination. Participants receiving limited Service Coordination must be contacted no less than once per month on the telephone and no less than once per quarter face-to-face.
- i. *Service Coordination Discharge* – Service Coordination must be terminated upon identification of another payer source for the identified service, reaching the independent living plan goals (resolution of the identified crisis), or in the event that the participant does not fulfill participant responsibilities.
- j. *Service Coordination Reimbursement*— Reimbursement for BISF SC services under contract with the Department shall be done through a per service Unit Rate as described below:
  - 1. Unit Rate for applicant or reactivating participant status = \$140 per applicant (presenting with a crisis need) per month for direct contact with participants either face-to-face or by telephone and/or other work directly related to determination of BISF Program eligibility.
  - 2. Unit Rate for approved Program participants = \$210 per approved participant per month for direct contact with participants either face-to-face or by telephone and/or other work directly related to coordination of services.

3. Reimbursement at the noted rates will cover all hours of service provided and related administrative and indirect costs.
4. Payment for BISF SC will be made only as funds are available and per Legislative appropriation.

## **2. Fiscal Intermediary Agent (FIA) BISF Services**

A sample contract can be located in APPENDIX E. The Fiscal Intermediary Agent Services Scope of Work can be located in APPENDIX G.

- a. *Fiscal Intermediary Agent (FIA) Services* for the arrangement of BISF HCBS require the professional services of an agency experienced in professional fiscal management. The FIA must have the capacity to develop and manage a specialized network of brain injury healthcare and other providers and per the Program’s regulatory requirements (8.326.10.10 B NMAC) regarding staff qualifications. The FIA for these services is expected have sufficient knowledge of brain injury to be able to educate HCBS vendors about the brain injury specific needs of enrolled participants in working through any service delivery issues and respond to critical incidents that concern the brain injury participant’s BISF HCBS.

These services include all of the “crisis interim” or BISF HCBS listed in the TBI regulations (8.326.10.13 NMAC), but also include professional Life Skills Coaching. BISF HCBS are short-term services that can be accessed upon referral by a BISF SC to resolve a crisis need that is directly related to the individual’s brain injury. Services may be provided following a participant’s initial brain injury; whenever there has been a sudden change in their medical, psychological or physical condition; or in the event that a new crisis has arisen. BISF FIA services are only accessible through the coordination of a BISF Program Service Coordination agency and are limited to filling a participant’s needs, when there is an imminent risk to the participant’s health and safety. Funds may be used to pay for the services and goods that have been formally assessed as a need by BISF Service Coordinators. Payment for BISF HCBS services and goods is only available in the event that another payer source cannot be identified.

- b. *Functional role of the Fiscal Intermediary Agent (FIA)*- The FIA is responsible for the arrangement of BISF HCBS contracts and agreements with service providers, who will be engaged to resolve a participant’s brain injury related crisis. The FIA is also responsible for the payment of goods and services that have been identified to resolve a crisis need and according to participant needs. The FIA will educate vendors about the individual’s brain injury related needs and respond to critical incidents that concern the brain injury participant’s BISF HCBS.
- c. *Provision of BISF HCBS* – Brain Injury related services are provided through referral by a BISF Service Coordinator in accordance with documentation on the participant’s Independent Living Plan (ILP) and as specified by a licensed or certified direct service provider or vendor of goods. BISF HCBS includes:
  1. Homecare / nursing—aides, homemaker or companion, nursing
  2. Therapies—occupational, physical, speech
  3. Physician Services – copays

4. Alternative therapies – massage, acupuncture, chiropractic
  5. Transportation to receive brain injury related medical care / therapies
  6. Respite services for primary care giver
  7. Outpatient mental health / psychotherapy
  8. Prescription medications related to a participant’s brain injury
  9. Professional Life Skills Coaching services
  10. Assistive technology—assessments and equipment
  11. Initial or emergency housing/utility assistance
  12. Retrofit of an automobile
  13. Environmental modifications (up to \$10,000 in a lifetime)
  14. Other BI specific services: Special training, Neuropsychological Evaluations, dietary items, etc.
- d. *Limits* – Each participant, according to assessed needs, is eligible to receive up to \$4,250 in BISF HCBS each year, unless approved by exception in writing by the HSD BISF Program Manager. BISF HCBS funds are limited to a lifetime maximum of \$75,000 per participant. Services and/or delivery of products are limited to 90 days, unless justified in the participant’s independent living plan (ILP). Cumulative service documentation must be kept in the participant’s file.
- e. *File Documentation* – All participant files must contain documentation of ICD-10 codes as proof of eligibility; a copy of each participant’s application (pages 1 & 2); and current ILP, all to be provided by the BISF Service Coordinator.
- f. *Coordination of Services*- Services must be coordinated through a BISF Program Service Coordination agency under contract with the HSD.
- g. *Sole Provision of BISF HCBS* – The FIA shall provide only the services outlined in the contract scope of work, which must be provided statewide. The BISF FIA cannot provide Service Coordination, professional Life Skills Coaching or any other Home and Community Based Service in the execution of their contract.
- h. *Vendor Reimbursement* - The FIA is responsible for reimbursement to the vendor, service provider, participant, or family in accordance with the ILP and approved service referrals and as funding allows. HSD will reimburse the FIA for contract related activities on behalf of enrolled participants based on a monthly 1/12 draw-down, regardless of the number of persons served.
- i. *One Unit Rate for HCBS* = \$ 1.00 per Unit. No more than 4,250 Units may be spent on a single participant with a brain injury during one (1) contract year, unless through a written approved exception submitted in writing to HSD. No more than 75,000 Units may be spent on a single participant with a brain injury throughout the participant’s lifetime. Rates for reimbursement should be consistent with Human Services Department Medicaid rates, unless otherwise approved in writing by HSD. All payments for services or goods must be tracked in accordance with reporting requirements, noted in “j” below.
- j. *Monthly, Quarterly and Cumulative Reports* –

*Monthly reports* are required for each participant in each billing cycle and shall include participant identifiers, itemized billing, and total amount billed in the designated period.

*Detailed quarterly reports* are required for each participant and shall include participant identifiers; services and/or goods received; service dates; and expended funds for each service date; and cumulative expenditures for the current fiscal year.

*Cumulative participant expenditures* for all fiscal years while the participant has been in the program and provided to HSD on a quarterly basis.

Reports, as scheduled above, should be provided to HSD with the monthly billing. Itemized billing reports will also be provided to the appropriate Service Coordinator agencies for the purpose of expenditure tracking and be made available to the participant or their representative upon request.

*Reports Upon Request* - The contracted provider will have the capacity to provide HSD a current detailed report of all fiscal activities to date within 3-business days.

**FACTOR II.A: Brain Injury Services General Requirements (All Offerors) (100 points total)**

General Requirements for all Offerors proposing to provide BISF services (SC or FIA). All Offerors submitting a proposal **must** agree to abide by the following guidelines and incorporate them into the proposal.

**Mandatory Requirements:**

**All Offerors must:**

34. Describe the Offeror's understanding of The Brain Injury Services Fund service model.
35. Describe how the Offeror will ensure they do not begin providing BISF Program services, until an application has been processed through the participant's Service Coordinator and the individual has been determined to meet Program eligibility requirements. Pre-eligibility assistance may be given by SCs to assist in the acquisition of ICD-10 codes to confirm the diagnosis of brain injury.
36. Describe how the Offeror will maintain a comprehensive master file or case record on each BISF participant to include at a minimum the contractually required documents and those indicated in the TBI Regulations 8.326.10 NMAC, amended regulations, or as directed by HSD. Include any electronic, HIPAA compliant, systems that the offeror plans to utilize.
37. Describe how the Offeror will collaborate productively with other contracted BISF entities as they provide services for participants and follow established communication protocols.

38. Describe how the Offeror will assess participant services at a quarterly minimum using tools and/or processes designated by HSD, ensuring service continuity for those deemed eligible to continue for an additional 90-day interim.
39. Describe how the offeror will transition BISF participants when they no longer meet edibility for the program including the following:
  - a. when the participant either begins to receive services through another payer source
  - b. the crisis need has been resolved
  - c. the BISF Program services are no longer needed or appropriate
  - d. the participant does not fulfill participant responsibilities
40. Describe how the Offeror will ensure that services have been provided to participants before Offeror bills HSD for services rendered.

**NOTE: Offerors of Fiscal Intermediary Agent Services continue to Factor II.C, Item 57.**

**FACTOR II.B: Service Component Specific Requirements (100 points total)**

All Offerors submitting a proposal to provide BISF services must also agree to the additional guidelines listed below and incorporate them into the proposal. Each Offeror must respond for the provision of only ONE (1) service component: 1) Service Coordination (SC) or 2) Fiscal Intermediary Agent Services (FIA). Although each Offeror is limited to the provision of ONE (1) service on behalf of the BISF Program, Offerors are encouraged to understand the functions of other BISF service Components, since project activities require that the components interface and collaborate on behalf of the Program and its participants.

**1. Service Coordination (SC) (100pts)**

**Mandatory Requirements: (Items 41 - 56)**

**All SC Offerors must:**

41. Describe the Offeror's ability to provide the proposed service in each of the geographical region, including all counties, as identified in their proposal, or statewide, as applicable. Service areas are: Metro, NE, SE, NW, and SW.
42. Describe how the offeror will maintain an accessible physical office in each BISF Program region in which they provide services.
43. Describe how the Offeror will implement the eligibility requirements to qualify for BISF Program services.
44. Describe how the Offeror will implement processes to avoid duplication of services.
45. Describe the crisis response process that the agency has to address any crisis that may occur with a participant. This can include, but is not limited to:
  - a. Behavioral/Mental Health crisis
  - b. Emergency services

46. Describe how Subject Matter Experts/Consultants will be available to assist with emergency needs related to participants and staff consultations.
47. Describe how the Offeror will assess the needs of the individual as they apply to Service Coordination and BISF HCBS.
48. Describe how the Offeror will develop, implement, and maintain an Independent Living Plan (ILP) in accordance with the Scope of Work and NMAC 8.326.10.
49. Describe how the Offeror refer participants to outside payer sources, as they are available.
50. Describe how the Offeror will submit referrals for BISF HCBS to the FIA when an identified need has been determined.
51. Describe how the Offeror will reassess participant's needs every 90 days utilizing 90-day Narrative Reviews, and how they will be maintained in the participant's files.
52. Describe how the Offeror will establish a Discharge/Transition Plan for eventual participant inactive status from the BISF Program as part of each ILP. Transition planning is to be recorded and updated in the individual's file in writing and reviewed monthly with the participant.
53. Describe the Offeror's written grievance and incidence reporting procedure for BISF participants and hired staff including:
  - a. How written procedures will be reviewed and signed by the participant and/or their guardian upon intake.
  - b. How the participant/guardian will be notified of the appeal rights and how they will be notified of their right to contact HSD at any time.
  - c. How the Offeror will follow the written HSD policies and procedures regarding grievances and appeals.
54. Describe the Offeror's plan to maintain a current waiting list for the purpose of tracking applicants who have a crisis need and are awaiting an eligibility determination.
55. Describe how the Offeror plans to maintain a 24-hour emergency response system that allows participants to contact them.
56. Describe how the Offeror will maintain full-time staff to fulfill the caseload needs of the region in which the agency provides service using a suggested staff/ participant ratio of no more than 1:30 for Service Coordinators.

**NOTE: Offerors of Service Coordination continue to Factor II.C, Item 67.**

**2. Fiscal Intermediary Agent Services (FIA) (100 points)**

**Mandatory Requirements: (Items 57-66)**

**All CIS Offerors must:**



57. Describe the Offeror's plans to maintain an accessible physical office from which to operate and provide statewide BISF Program services.
58. Describe the Offeror's plan to avoid duplication of services, meaning that those served by other programs or systems are not eligible to receive services from the BISF Program.
59. Describe how the Offeror will receive referrals from BISF Service Coordinators.
60. Describe how the Offeror will implement new services in a timely manner and ensure timely recertification and continuation of existing services for program participants.
61. Describe the Offeror's understanding that the BISF is not an Entitlement Program and serves as the Payer of Last Resort, and how the Offeror will ensure that the BISF program is the payer of last resort.
62. Describe how the Offeror will follow a Discharge/Transition Plan for a participant who has resolved their crisis and/or met their goals.
63. Describe how the Offeror will maintain a case record on each BISF participant to include at a minimum the participant's ICD-10 code; intake application; Release of Information; any appropriate releases of liability; Physicians orders, as applicable; ILPs on which services were based; service agreements; and billing records.
64. Describe how the Offeror will establish, maintain, and utilize a HIPAA compliant electronic system for record keeping that can be utilized by SCAs, HSD, and FIA jointly. The portal must be capable of maintaining participant records, submitting and receiving program requests, reviews, approvals, grievances and appeals. This portal must be established and in use within one (1) year from the start of the contract.
65. Describe the Offeror's process for maintaining a written grievance and incidence reporting procedure for BISF participants, including the notification of participant appeal rights. The Offeror must agree to follow the written HSD policies and procedures regarding grievances and appeals.
66. Describe how the Offeror will maintain a 24-hour emergency response system that allows service providers working with the BISF to contact the FIA. An emergency response written policy should be available for review by HSD upon request.

**NOTE: Offerors of Fiscal Intermediary Services continue to Factor II.C, Item 67.**

**FACTOR II.C: Evaluation of Services Delivered (100 points total)**

Ongoing quality assurance and program integrity are required of all Offerors of Brain Injury home and community-based services, including 1) Service Coordination and 2) Fiscal Intermediary Agent services.

**Mandatory Requirements:**

**All Offerors must:**

67. Provide a narrative describing how the Offeror will evaluate the proposed service and report evaluations to the HSD. Copies of satisfaction surveys or evaluation tools should be included. The following elements are to be incorporated into the Offeror’s evaluation methodology:
- a. Description of measurable indicators of quality of services provided.
  - b. Criteria for success that an outcome has been accomplished.
  - c. Description of methodology to determine the extent to which outcomes are met.
  - d. Description of the methods for gathering data.
  - e. Description of the process of data analysis.
  - f. Evaluation of accomplishments and degree to which outcomes are met.
  - g. Method(s) and timeline for modifying methods and strategies as a result of evaluation.

**3. Cost Proposal/Budget (300 points total)**

**FACTOR III. Cost Proposal/Budget (300 Points total)**

All Offerors **must** complete the Cost Response Form located in APPENDIX H. All reimbursement will be based on unit billing. Responses to this section will be considered in terms of the Funding Request offer against available funding; the projected number of participants projected to be served with available funding; and other sources of funding currently supporting the Offeror’s organization.

General Requirements:

- A. Funding Sources - Funding exists for individuals with Brain Injuries through direct appropriations from the Brain Injury Services Fund (BISF), by means of \$5.00 fees attached to all New Mexico traffic tickets. Appropriation totals for contracts are dependent on revenues and fund balances entrusted to the Brain Injury Service Fund as well as appropriation by the Legislature.
- B. Funding available for each BISF service per region for FY24 can be located in the “BISF Funding Table FY24” in APPENDIX H.
- C. Unit Billing- Service Coordination– See Section IV.B.2.1.j – Service Coordination Reimbursement
- D. Unit Billing- Fiscal Intermediary Agent Services – See Section IV.B.2.2.i – One Unit Rate for HCBS

**Mandatory Specifications:**

**All Offerors must:**

68. Include a completed Cost Proposal/Budget table (see APPENDIX H for blank form). Specify the information required in the “BISF Service Component Funding Request” in addition to other funding the agency is currently receiving. (Any proposal that includes a funding table, where Administrative Costs are noted as “N/A” or left blank is subject to a reduction in awarded points).

**Desirable Specifications: (for additional consideration of most advantageous award)**

**The Offeror may include:**

- 69. Information on the ability to provide the services statewide.
- 70. Information on indirect and in-kind-operating costs.

## **C. BUSINESS SPECIFICATIONS**

### **1. Letter of Transmittal Form**

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

### **2. Campaign Contribution Disclosure Form**

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

### **3. Statement of Assurances**

The offeror must complete an unaltered Statement of Assurances as indicated in APPENDIX D and provide all requested documentation as indicated in Items A-G. **Failure to complete and return the signed, unaltered form and all supporting documentation will result in Offeror's disqualification.**

### **4. Financial Stability**

- a. List any pending lawsuit or bankruptcy petitions, any lawsuit or bankruptcy that has been concluded within the last five years, or any current investigation of the offeror, its parent, affiliates, or subsidiaries, which may have bearing on the operation of the organization and the program in executing the Scope of Work, as proposed. Include a brief description of each item listed.
- b. Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three (3) years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. Offerors in business for less than three (3) years should submit all available financial reports. Include the independent auditor's summary of findings for each report.

### **5. Employee Health Coverage Form**

The Offeror must agree with the terms as indicated in APPENDIX K. The unaltered form must be completed, signed by the person authorized to obligate the Offeror's firm and submitted with Offeror's proposal.

## **6. Pay Equity Reporting**

The Offeror must agree with the requirements of reporting as defined in Section II.C.30. Report is due at the time of contract award. A statement of concurrence with this requirement must be included in Offeror's submitted proposal. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local Contractor. However, such out-of-state Offerors must still submit a statement of concurrence that reads as follows: "Offeror concurs with the Pay Equity Reporting as defined in Section II.C.30. Offeror would come under the definition of out-of-state Contractor if Offeror should be successful."

## **7. New Mexico/Native American Resident Preferences**

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

## **8. Oral Presentation**

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may held at the sole discretion of the Evaluation Committee.

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category

Table 1: Evaluation Point Summary

| <b>TECHNICAL SPECIFICATIONS</b>  | <b>POINTS (available)</b> |
|--|---------------------------|
| <b>FACTOR I: ADMINISTRATION AND PERFORMANCE</b>  | <b>400</b>                |
| Factor 1A: Organizational Experience and Performance   | 100                       |
| Factor 1B: Program Specific Administrative Responsibilities  | 100                       |
| Factor 1C: Quality Assurance and Program Integrity   | 100                       |
| Factor 1D: Organizational References   | 100                       |
| <b>FACTOR II: BRAIN INJURY SERVICES</b>  | <b>300</b>                |
| Factor 2A: Brain Injury Services General Requirements  | 100                       |
| Factor 2B: Component-Specific Requirements   | 100                       |
| Factor 2C: Evaluation of Services Delivered  | 100                       |
| <b>FACTOR III: COST PROPOSAL/BUDGET</b>  | <b>300</b>                |
| <b>BUSINESS SPECIFICATIONS</b>   |                           |
| Letter of Transmittal  | Pass/Fail                 |
| Financial Stability (per documentation on Statement of Assurances Form)<br>All documents ensuing from response to Statement of Assurances. | Pass/Fail                 |
| Campaign Contribution Disclosure Form  | Pass/Fail                 |
| Employee Health Coverage Form  | Pass/Fail                 |
| See Pay Equity Reporting   | Pass/Fail                 |
| Resident Business or Resident Veterans Preference<br>(Points to be awarded as applicable per § 13-1-21 NMSA 1978)                          |                           |
| <b>TOTAL AVAILBLE POINTS</b>   | <b>1,000</b>              |

### B.EVALUATION FACTORS

#### 1. I.A. Organizational Experience and Performance (See Table 1)

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

## **2. I.B. Project Specific Administrative Responsibilities (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will consider the Offeror's ability to collaborate with HSD/MAD and other Program Contractors, participate in required meetings, provide data and reports, ensure confidentiality of client records and ensure fidelity of the Brain Injury Program.

## **3. I.C. Quality Assurance and Program Integrity (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Offeror shall be evaluated on the organization's approach to preventing, detecting and addressing fraudulent and/or abusive billing practices in the Medicaid program. The Evaluation Committee will also consider the Offeror's ability to provide high-quality services to individuals living with a Brain Injury, including a description of the Offeror's quality indicators.

## **4. I.D. Organizational References (See Table 1)**

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

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

## **5. II.A. Brain Injury Services General Requirements (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will consider the Offeror's understanding of the Brain Injury Program, the current model for providing services and the population being served. Offerors will be evaluated on their ability to efficiently maintain client files, collaborate with other Program Contractors and ensure services are provided in compliance with NMAC 8.326.10.

**6. II.B. Service Component Specific Requirements (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section.

Service Coordination Offerors will be evaluated based on their ability to provide services in compliance with NMAC 8.326.10; provide short-term services that include, but are not limited to, assessing, planning, coordinating, customizing, and monitoring participant home and community-based services funded by HSD’s BISF Program.

Fiscal Intermediary Agent Offerors will be evaluated based on their capacity to develop and manage a specialized network of brain injury healthcare and other providers in compliance with NMAC 8.326.10. The Offeror is expected have sufficient knowledge of brain injury to be able to educate HCBS vendors about the brain injury specific needs of enrolled participants in working through any service delivery issues and respond to critical incidents that concern the brain injury participant’s BISF HCBS.

**7. II.C. Evaluation of Services Delivered (See Table 1)**

Points will be awarded based on the thoroughness and clarity of Offeror’s response in this Section. The Evaluation Committee will consider the Offeror’s process for determining client satisfaction, including measurable indicators of quality of services and determining outcomes, data collection and analysis and determining needs for potential programmatic changes.

**8. III. Cost (See Table 1)**

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

$$\frac{\text{Lowest Responsive Offeror’s Cost}}{\text{Each Offeror’s Cost}} \times \text{Available Award Points}$$

**9. Letter of Transmittal (See Table 1)**

Pass/Fail only. No points assigned.

**10. Financial Stability (See Table 1)**

Pass/Fail only. No points assigned.

**11. Campaign Contribution Disclosure Form (See Table 1)**

Pass/Fail only. No points assigned.

## **12. Employee Health Coverage Form (See Table 1)**

Pass/Fail only. No points assigned.

## **13. Pay Equity Reporting Form (See Table 1)**

Pass/Fail only. No points assigned.

## **14. New Mexico/Native American Resident Preferences**

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

**A. New Mexico Resident Business Preference/Native American Resident Preference**  
If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

**B. New Mexico/Native American Resident Veteran Preference**  
If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

## **C. EVALUATION PROCESS**

1. HSD will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated in the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The HSD shall appoint an Evaluation Committee, which shall evaluate each responsive proposal on the basis of its technical and business merit. HSD reserves the right to use technical advisors in this process.
4. The Evaluation Committee may include other sources of information to perform the evaluation as specified in Section II. C.18.
5. Responsive proposals will be evaluated based on the responses to the Factors set forth in Section IV, which have been assigned maximum point values as summarized in Section V, Letter B. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.
6. Upon basis of the responsive proposals submitted, Offerors with the highest scores will be selected as finalist Offerors.



7. Finalist Offerors, who are asked or choose to submit revised proposals for the purpose of obtaining Best and Final Offers, will have their points recalculated, accordingly.
8. The Evaluation Committee may request that the finalists, who have been identified for a specific service component, provide an oral presentation of their proposal. The Evaluation Committee may use some of that time to ask finalist questions and seek clarification for the assessment of the most advantageous offer. The most advantageous offer may be based on the quality and organization of information presented; how effectively the information was communicated; the professionalism of the presenters; the technical knowledge of the proposed staff; and clarifications regarding the proposal response. Prior to any Oral Presentation, the HSD will provide the Offeror with a presentation agenda. No additional points will be awarded, but points may be reassigned on the basis of presentations. A statement of concurrence must be submitted in the Offeror's proposal as part of Factor II.B.
9. The responsive Offerors whose proposals are most advantageous to the State, taking into consideration the evaluation factors in Section IV, will be recommended for award (as specified in Section II. B.12). The most advantageous offer may not be the Offeror with the highest score.

# APPENDIX A - ACKNOWLEDGEMENT OF RECEIPT FORM

## Brain Injury Services RFP#23-630-8000-0006

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

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

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

### Submit Acknowledgement of Receipt Form to:

Victoria Herrera, Procurement Manager at [Victoria.Herrera@hds.nm.gov](mailto:Victoria.Herrera@hds.nm.gov) by 5:00 pm  
MST/MDT on the date indicated in Section II.A, Sequence of Events.

# APPENDIX B - LETTER OF TRANSMITTAL FORM

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

RFP# 23-630-8000-0006

**1. Identify the following information for the submitting organization:**

|                        |  |
|------------------------|--|
| <b>Offeror Name</b>    |  |
| <b>Mailing Address</b> |  |
| <b>Telephone</b>       |  |
| <b>FED TIN#</b>        |  |
| <b>NM BTIN#</b>        |  |

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

|                  | <b>A<br/>Contractually Obligate</b> | <b>B<br/>Negotiate*</b> | <b>C<br/>Clarify/Respond to Queries*</b> |
|------------------|-------------------------------------|-------------------------|--|
| <b>Name</b>      |                                     |                         |  |
| <b>Title</b>     |                                     |                         |  |
| <b>E-mail</b>    |                                     |                         |  |
| <b>Telephone</b> |                                     |                         |  |

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

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

No.  
 Yes. Identify subcontractor/s: \_\_\_\_\_

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

No.  
 Yes. Identify entity/-ies: \_\_\_\_\_

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

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

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

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

## APPENDIX C - 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:** \_\_\_\_\_  
\_\_\_\_\_

**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 D - STATEMENT OF ASSURANCES

New Mexico Human Services Department  
Brain Injury Services  
RFP# 23-630-8000-0006

This form must be completed and signed by the Offeror and required documentation **must be returned with the proposal. This signed form and requested documentation in A-G must be provided as part of the response to Section IV. C. Business Specifications**

### A. Corporate

1. Copy of agency article of incorporation, as approved by New Mexico Public Relation Commission.
2. Copy of agency by-laws.
3. Copy of agency annual corporate report, as filed with the New Mexico Public Regulation Commission for all agencies who have complete one (1) year of fiscal operation.

### B. Financial Status

A proposal can be rejected if, after review of the document submitted under this section, the HSD determines an Offeror is not fiscally sound. Please provide:

1. Current New Mexico Business License.
2. Copy of proof of registration with the New Mexico Taxation and Revenue Department for the payment of gross receipts tax or proof of grant of an exception from payment of federal income tax pursuant to the Internal Revenue Code of 1954, 26 USC Section 501 (C) (3).

### C. Licensing and Certification

1. If your agency operates a licensed health facility or facilities, attach a current copy of certificate(s).
2. Statement that licensing requirements have been met or is in process.
3. The agency agrees to hire, employ and sub-contract with only licensed and/or certified personnel for the provision of all services that require such licensure and/or certification.

### D. Board of Directors

List the number of directors/members 1) living with a disability; 2) living with brain injury; 3) who are professionals working with individuals with a disability; and 4) who are professionals working with individuals living with a brain injury.”

### E. Compliance with Federal and State Regulations

The agency agrees to comply with all Federal and State legal requirements, including Human Services Department policies and regulations, which apply to the services being provided.

### F. Proof of Insurance

As part of your contractual agreement with the Human Services Department, you are required to carry insurance coverage. A proposal can be rejected if, after review of the documents submitted under this section, verification of insurance is missing. You must submit applicable:

1. Professional Liability Insurance
2. Surety Bonding for individual practitioners
3. Dishonesty Bonding for agencies and group practices

**G. Pay Equity Initiative Requirements**

You must submit with your proposal Pay Equity Reporting Form PE10-249, or Form PE250 (depending on the size of your organization or company) or a certification that your organization or company is exempt. Please refer to Section IVA3 of this document and [https://www.generalservices.state.nm.us/statepurchasing/Pay\\_Equity.aspx](https://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx) for forms and additional guidance.

*I certify that the information provided through these assurances to the Human Services Department is true and correct, and I fully assure compliance with all the requirements cited above.*

\_\_\_\_\_  
Authorized Signature of Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# APPENDIX E - DRAFT CONTRACT

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 programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

**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: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

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: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau



## APPENDIX F – SERVICE COORDINATION SCOPE OF WORK

### A. THE CONTRACTOR SHALL:

1. Perform SERVICE COORDINATION services outlined in this Scope of Work for the Brain Injury Services Fund (BISF) Program in accordance with the Brain Injury Services Fund Program Regulations 8.326.10 NMAC; any newly adopted rules, regulations, and policies, including, Service Standards, Letters of Direction and Standard Operating Procedures as specified by the Human Services Department (HSD); and the FY24 Brain Injury Services Request for Proposals (RFP).
2. Provide SERVICE COORDINATION to approved BISF Program participants living with brain injury, abiding by the definition of “brain injury” as enacted by the 2014 Legislature of the State of New Mexico, amending Section 27-1-16 NMSA 1978.
3. Perform the following SERVICE COORDINATION functions in the **XXX, XXX and XXX** region(s) of New Mexico:
  - a. Serve as the initial point of entry for individuals seeking services from the BISF Program. Assist individuals with the program application and intake process.
  - b. Determine eligibility of individuals to receive services provided under the BISF Program, ensuring that only those with a crisis need are enrolled. Individuals must be found eligible prior to being referred for BISF home and community-based services (HCBS) covered through the Fiscal Intermediary Agency (FIA).
  - c. Document the individual’s eligibility ICD-10 code, residency status, crisis need, and eligibility for Medicaid.
  - d. Contact the Aging and Disability Resource Center (ADRC), or other designated entity, with the participant to register the participant on the Central Registry for Medicaid HCBS Community Benefit. Report participant’s registry status with any BISF exception request to continue services beyond one year.
  - e. Ensure that no individual/participant receives both Medicaid long-term or Waiver services and short-term BISF services through the Brain Injury Services Fund without a special exception from the HSD BISF Program Manager to continue for a 90-day interim period.
  - f. Assess the service needs of BISF participants using the HSD-approved Assessment tool. Assessed needs, including professional Life Skills Coaching, will be documented in the Service Coordination Independent Living Plan (ILP). A new full assessment will be completed prior to the end of a service year for those individuals whose crisis needs have not resolved and are anticipated to require continuation of services and for those who have experienced an exacerbation in their physical or behavioral health condition or adverse changes in natural supports.
  - g. Identify and coordinate SC and BISF HCBS for program participants, including appropriate mental/behavioral health supports as needed, while facilitating

- independent living. Assist participants in gaining access to other programs, resources, and services.
- h. Make reasonable attempts to identify other funding sources for services prior to accessing funding for BISF HCBS; and document attempts, using appropriate BISF Program forms.
  - i. Access BISF HCBS funding as the payer of last resort, utilizing funding for services assessed as a need to address the individual's crisis needs, while other payer sources are sought and arranged.
  - j. Create and maintain initial and updated interim Independent Living Plans (ILPs) for each participant to specify all services that are needed to address the individual's crisis needs, as assessed. The MAD 393 ILP shall be drafted collaboratively with the participant and be completed as specified by HSD.
  - k. Review the Service Coordination ILP with the participant upon opening and closing of the ILP and during review of progress during calls/visits, as scheduled. All reviews, including closures, must be clearly documented on the ILP and/or in the participant's file.
  - l. Provide a copy of the ILP to the participant upon initiating the ILP and any time there is a change to the ILP.
  - m. Refer approved program participants with assessed BISF HCBS needs to the BISF contracted FIA in a timely manner, using standard operating procedures developed by HSD. Referrals to BISF HCBS to resolve a crisis need will be made while other payer sources are being sought and kept in place, until services are active under the new payer source, or until the crisis is otherwise resolved.
  - n. Document and monitor participant's BISF Service Coordination and HCBS goals to measure the participant's progress and ensure that goals remain appropriate and are fulfilled according to measurable outcomes commensurate with the 6-month approved duration of services. Allow for continuation of BISF Service Coordination and HCBS only as justified. This documentation will serve as the justification for any continued or discontinued services prior to development of a new ILP.
  - o. For service extension exception requests beyond one service year, submit to the HSD Brain Injury Program Manager the MAD 400 Extension Request Form along with the participant's full MAD 387 assessment, the participant's most current MAD 393 ILP, and any supporting documentation that justifies the continuation of requested services. The contracted SC agency shall review these materials for completeness and accuracy prior to their submission to HSD. A new ILP shall not be written or implemented, until written approval for extended services has been granted from the HSD. Copies of the written Service Coordination justification and written HSD approval must be in the participant's file.
  - p. Create and execute a transition plan for eventual BISF Program inactive status. Discontinue BISF HCBS and SC services upon identification of alternate payer sources, reaching ILP goals in resolution of the crisis, or in the event that the participant does not fulfill participant responsibilities.
  - q. Prioritize cases based on crisis need and transition participants to inactive status once other payer sources have been identified and/or ILP goals to resolve an

identified crisis have been achieved. The contractor agrees to work with the HSD on the prioritization of the caseload as necessary.

- r. Maintain a master file on each participant's services, regarding Service Coordination and BISF HCBS and which shall be provided to HSD upon request or upon contract termination. The file will include the following required documentation:
  - BISF Program Application and Intake paperwork
  - Eligibility documentation (ICD-10 code from qualified practitioner and medical records substantiating the Brain Injury; residency documentation; description of the crisis need)
  - Other medical documentation, including Physician's Orders, as applicable
  - Initial, one-year exception, interim and reactivation assessments
  - Documentation of referrals to the FIA for BISF HCBS
  - Initial and all subsequent Independent Living Plans, including updates and revisions, regarding SC goals and BISF HCBS
  - Participant contact records (contact notes, progress notes/reports, referrals, outcomes of services, documentation of other payer sources, etc.) to reflect progress made on ILP goals (SC and BISF HCBS).
  - Exception Requests; Approval/Denial documentation
    - Months billed in applicant vs. Participant status with dates for receipt of the BISF MAD 386 application, approval of application, completion of intake paperwork (MAD 767); completion of SC Assessment (MAD 387) and completion of initial ILP.
    - Grievance and Appeal documentation
- s. Perform on-going quality assurance evaluations for each participant's ILP goals and related services as outlined in the BISF Service Standards.
- t. Meet in-person for no less than one session every other month with each active participant with calls occurring in the intervening months. At a minimum, these calls and in-person visits serve to will review the ILP, goals, progress, barriers to meeting goals with discussion of any need to modify goals. They will also serve to review acuity questions approved by HSD to determine if the participant is in need of more frequent Service Coordinator contact or other intervention. With approval from the HSD Brain Injury Program Manager, Service Coordination contacts may be by phone for participants living more than 150 miles roundtrip; such participants must receive a face to face meeting with the Service Coordinator at a quarterly minimum.
- u. Participate in meetings with other BISF contractors, as needed or as scheduled by the HSD.
- v. Facilitate team meetings with the participant and other program agencies or Professionals, as needed.
- w. Coordinate with, but do not duplicate, services of non-BISF Service Coordination / Case Management, Life Skills Coaching, or Fiscal Intermediary Services.

4. Utilize the standard notices to participants, applicants and member of the public that are created by HSD and ensure all other notices, including but not limited to letters, brochures and other marketing materials produced for the public are written at or below a 6th grade reading level and meet all related federal and state requirements. Contractor will submit all review requests to HSD in writing for HSD's review and written approval prior to distribution to the public.
5. Maintain an accessible physical office location and staff in each region served or as approved by HSD, ensuring that all agency sites at which BISF services are provided are barrier-free and comply with the accessibility standards of the Americans with Disabilities Act (ADA), unless requested in writing with written approval by HSD.
6. Maintain a 24-hour emergency response system that allows participants or their representatives to contact the Service Coordinator Agency. An emergency response written policy should be provided to all participants and available for review by HSD.
7. Employ staff and subcontractors that meet the requirements in the Brain Injury Service Fund Program Regulations 8.326.10 NMAC, newly amended regulations, and the FY24 Brain Injury Services RFP.
8. Establish and maintain on-going BISF Program-related staff training, as needed.
9. Notify the HSD in writing within five (5) business days in the event the Contractor is without key staff that supports the terms of this contract or key staff changes. Key staff under this contract includes oversight management staff as well as the Service Coordinator(s) hired to provide services within the region.
10. Abide by Sections 1 through 5 29-17-2-5 NMSA 1978 cited as the "Caregivers Criminal History Screening Act" as it relates to each Service Coordinator or other employee, who has or will have direct contact with BISF Program participants. Records of screenings and results must be made available to the HSD upon request.
11. Maintain full-time staff to caseload ratios to fulfill the caseload needs of the region in which the agency provides service using a staff-participant ratio of no more than 1:30 for Service Coordinators.
12. Operate within the allowable budgets for payment of authorized goods and services through the BISF Program's contracted Fiscal Intermediary Agent and in accordance with funding limits, service descriptions, and non-covered services and goods as per 8.326.10.13 NMAC and 8.326.14 NMAC. BISF HCBS provided will be based on recertification spreadsheets completed by the SCA no later than the 15<sup>th</sup> of month and to be certified by both the SCA and the FIA. Referrals for HCBS will be based on assessed needs and not on a participant's requests to utilize the full amount available.

Any adjustments, exceptions, or funding reallocations must be requested in writing by the SC Agency and approved in writing by the HSD.

13. Establish and maintain a system to track monthly, biannual and annualized cost of referrals including participant and service detail as well as monthly and cumulative utilization per reports generated by the FIA and adjust services as needed.
14. Follow and comply with standard operating procedures and policies as developed and issued by HSD regarding continuation of services for a participant beyond an initial or updated ILP or year of service.
15. Establish internal grievance reporting procedures and follow HSD written incidence reporting policies and standard operating procedures, adhering to all provisions set forth in 8.326.10.16 NMAC. Report all written grievances to HSD, in the manner prescribed by HSD. Provide targeted and appropriate follow-up and aim to reduce recurrences.
16. Follow written incidence reporting policies and standard operating procedures, utilizing the HSD BISF Critical Incident Reporting form and provide necessary follow-up and aim to reduce recurrences.
17. Maintain a current waiting list of all individuals that have made application for BISF services and are awaiting processing of their application for an eligibility determination. The Waiting List is to be included and detailed as part of BISF quarterly reporting. Individuals on the waiting list will not be billed as either applicants or as participants.
18. Maintain an up-to-date directory of local, regional, state, and national Brain Injury and other applicable resources for use by staff, applicants, and program participants by region and provide to HSD upon request. Refer participants with needs for additional information/resources to the NM Brain Injury Resource Center, as appropriate.
19. Submit quarterly reports to the Human Services Department's BISF Program as prescribed, no later than the 15<sup>th</sup> day of the month following the close of the previous quarter, excepting weekends and state holidays (**For FY24:** October 15th, January 18th, April 15th and July 8th.) The requirement of the deliverable date **July 8, 2024**, or due date established by HSD's Administrative Services Division toward the end of the fiscal year, shall survive the termination date of this contract. HSD may delay payment due to untimely, missed, or incomplete reports.
20. Submit annual Disaster/Emergency/Business Continuity Plans within 45 days of the start of a new fiscal year. Plans are developed by individual organizations in preparation for any natural disasters or other widespread emergencies, that may disrupt normal day to day operations. The plans will assist the Contractor to respond rapidly, in the interests of restoring operations to the fullest possible extent and address how that will be accomplished with respect to BISF Program services. The plans should detail the agency's:

- a. Key staff contact information and roles and responsibilities; staffing availability; and any altered operational plans, including office closures.
  - b. Policies and procedures in managing a variety of emergency situations, information systems strategies, business recovery, as well as frequency of plan review.
  - c. Plans to establish and maintain communication and engagement with HSD, the BISF Fiscal Intermediary Agent, and enrolled participants; conduct participant general wellness and safety checks.
  - d. Plans to provide tele/remote support services.
21. Generate *ad hoc* reports regarding the delivery of BISF Program services, as requested by the HSD that are within the scope of responsibility for the Service Coordination Agency. In the event that an *ad hoc* report is requested, the Contractor will respond within ten (10) business days or as specified by HSD.
  22. Reference the HSD Brain Injury Services Fund Program as the funding agency, using mutually agreeable language, on any BISF-specific printed materials, marketing materials, public announcements, and brain injury webpages. HSD shall review and approve in writing any marketing materials, forms, letters, print materials, and web pages related to the provision of Brain Injury Services Fund services *prior to* implementation. All standard notices to brain injury participants and materials produced for the public will be written at or below a 6th grade reading level and meet all related federal and state requirements. Contractor will submit all review requests to HSD in writing for HSD's review and written approval.
  23. Attend and participate in HSD BISF Program Contractor Trainings with Service Coordination representation from each region served by the contractor, as scheduled by the HSD.
  24. Attend and participate in contract monitoring calls, *ad hoc* conference calls, and BISF Program Joint Contractor Operations Meetings, as prescribed by HSD, for the purpose of addressing and improving delivery of services. Whenever possible, the Contractor will be given a minimum advance notice of three (3) business days.
  25. Submit to formal and desk audits as prescribed by the HSD, with prior notification.
  26. Comply with all applicable state and federal confidentiality laws.
  27. Comply with HIPAA laws and regulations. Contractor will provide the HSD with HIPAA training certifications within 60 days of contract execution for all Service Coordination personnel and all key personnel conducting oversight for the contracted Scope of Work. Contractor shall also provide HIPAA training certifications within 30 days of hiring any new Service Coordination or management oversight personnel.
  28. Have a governing board whose membership is representative of the population of the community served, including persons with a disability and/or at least one-person living

with a Brain Injury, caregiver or family member of a person living with brain injury, or a professional working with brain injury.

29. Incorporate a process within the program evaluation component that will demonstrate the use of outcome data related to Quality Assurance processes as related specifically to the BISF Program. Criteria should be established to determine if an outcome has been accomplished. BISF-specific Quality Assurance processes, established outcome criteria and outcomes will be reviewed at each contractor audit. The evaluation and measurement of the effectiveness of BISF services will occur through the collection and analysis of data related to
  - a. Quarterly BISF Participant Satisfaction Surveys
  - b. Timely processing of BISF Program Applications
  - c. Timely and appropriate referral of participant services, as noted in BISF participant ILPs
  - d. Measurement of outcomes related to specific ILP goals and action steps
  - e. Modifications to BISF services in response to outcomes
  - f. Other factors may be added as the program is evaluated and program outcomes evolve.
  
30. Be reimbursed for the provision of Service Coordination services up to an annual maximum of **\$75,600** per region, cumulatively, and based upon the Per Member Per Month rate(s), approved by the HSD. This includes reimbursement at the individual rate of \$140 per month for applicants or reactivating participants, who present with a crisis need and an individual rate of \$210 per approved participant per month for services performed in accordance with this contract by the Service Coordination Agency. These rates cover all hours of service provided and related administrative and indirect costs.
  
31. Bill the Human Services Department monthly in the manner prescribed by the Department.

**B. GENERAL PROVISIONS:**

1. Health Insurance Portability and Accountability Act of 1996.  
The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in Attachment 2, which is attached and incorporated by reference.
2. Payment made by the HSD to the Contractor shall not forfeit the right of the HSD to recover excessive payments or those billed erroneously by the Contractor.
3. The Contractor shall be available to conduct business Monday through Friday during normal business operating hours, except for observed State holidays.

**C. PROGRESSIVE ACTION AND TERMINATION:**

1. If HSD determines that the Contractor is not in compliance with one or more requirements in this Agreement, HSD may issue a notice of deficiency, identifying the deficiency or

deficiencies and follow-up recommendations and/or requirements. The notice will include a request for a written response and a Performance Improvement Plan (PIP) on the measures that will be implemented to correct the issue and avoid its recurrence. The Contractor will be required to submit its PIP response within fourteen (14) calendar days following the date of the notice. HSD may require the modification of any policies or procedures of the Contractor relating to the fulfillment of its obligations pursuant to this Contract.

In the event that such deficiencies are not corrected, HSD may issue a Directed Corrective Action Plan (DCAP). A notice from HSD of noncompliance directing a DCAP will also serve as a notice for sanctions in the event that HSD determines that monetary sanctions are also necessary. The DCAP shall delineate the time and manner in which each deficiency is to be corrected. If the Contractor does not effectively implement the DCAP within the timeframe specified, HSD may impose additional remedies or sanctions.

The Contractor's DCAP response shall be subject to approval by HSD, which may accept it as submitted, accept it with specified modifications, or reject it. HSD may extend or reduce the time frame for corrective action depending upon the nature of the deficiency, and shall be entitled to exercise any other right or remedy available to it, whether or not it issues a deficiency notice or provides the Contractor with the opportunity to take corrective action. The Contractor will be notified in writing upon any decision by HSD to accept or reject the Contractor's DCAP response(s).

HSD in its sole discretion may reallocate monies withheld as a sanction. The Contractor shall have neither claim upon nor opportunity to recoup monies withheld as a sanction per this section. HSD will remove its sanction upon determining that the Contractor has met its performance obligations during a subsequent month. The payment process will then resume.

2. Upon termination of this Agreement, the Contractor agrees to comply with the "Transition Protocol" to be delineated by HSD in writing for the appropriate transition of clients and services as well as the transfer of relevant records and or/data.

#### **D. PERFORMANCE OF SERVICES**

Services will be performed within the **XXX, XXX and XXX** region(s) of the State of New Mexico in the participant's home, community or at the Service Coordination Agency.



# **APPENDIX G – FISCAL INTERMEDIARY AGENT SCOPE OF WORK**

## **A. THE CONTRACTOR SHALL:**

1. Serve as the BISF FISCAL INTERMEDIARY AGENT (FIA) to administer and provide home and community-based services (HCBS) for the Brain Injury Services Fund (BISF) Program in accordance with the Brain Injury Service Fund Program Regulations 8.326.10 NMAC; any newly adopted rules, regulations, Standard Operating Procedures, Letters of Direction and policies, as specified by the Human Services Department (HSD); all applicable state and federal laws; and the FY24 Brain Injury Services Request for Proposals (RFP).
2. Provide BISF FISCAL INTERMEDIARY AGENT services to approved BISF Program participants living with brain injury, abiding by the definition of “brain injury” as enacted by the 2014 Legislature of the State of New Mexico, amending Section 27-1-16 NMSA 1978.
3. Limit coverage of BISF HCBS in accordance with funding limits, service descriptions and non-covered services and goods as per 8.326.10.13 NMAC, 8.326.14 NMAC, and 8.326.15. NMAC. In addition,
  - a) Services and goods requests processed by BISF Program contracted Service Coordination agencies, using referrals and Recertification spreadsheets submitted and certified by the Service Coordination Agencies, which shall be certified by both parties no less than one week prior to the 1<sup>st</sup> day of the following month.
  - b) The contractor will reject any service referrals that cause the allowable annual, service, or contractor-specific funding limitations to be exceeded.
4. Accept Service Coordination referrals for the contracting of vendors, providers and contractors to provide BISF HCBS, which include professional Life Skills Coaching services, in the Metro, Northwest, Northeast, Southeast, and Southwest regions and provide these services under 8.326.10.13.N.1: Under this provision, the Contractor shall:
  - a. Develop and maintain a specialized vendor, provider network for the provision of BISF HCBS; vet all vendors and providers for required and necessary credentialing and licensure as outlined in 8.326.10 NMAC; educate HCBS vendors about the brain injury specific needs of enrolled participants in working through any service delivery issues; and respond to critical incidents that concern the brain injury participant’s BISF HCBS.
  - b. Arrange contracts and letters of agreement with vendors, providers and contractors in the Metro, Northwest, Northeast, Southeast and Southwest regions, who can provide BISF HCBS, as such services are available in the various regions and in accordance with referral requests submitted by the Service Coordinator.

- c. Implement the payer of last resort rule for the provision of BISF HCBS in the Metro, Northwest, Northeast, Southeast and Southwest regions. The FIA may contract and pay for such services in the event that other resources are not available in a region or readily accessible to a participant in that region.
  - d. Set appropriate rates for compensation to vendors, providers and contractors, using Medicaid/Medicare rates as applicable to the service. Issue up-to-date rate sheets for BISF HCBS services at the frequency established by HSD.
5. Maintain a file on each participant enrolled in BISF HCBS including, but not limited to, the following documentation:
- a) BISF Program Application pages, including Release of Information, and ICD-10 Code Confirmation, and Release of Liability.
  - b) Dated Referral(s), Requests for Information, and all referral supporting documentation supplied by the Service Coordination agency.
  - c) Approval and reactivation paperwork, including extension of services.
  - d) Independent Living Plans from Service Coordinator with every initial and 6-month referral submission to include: services, products, estimated costs, duration and/or limits (this must be obtained prior to arrangement of service provision).
  - e) Medical documentation, as applicable, including Physicians Orders, as applicable, and Treatment Verification Forms.

The HSD BISF Program may require additional documentation.

- 6. Ensure that no participant receives both long-term Medicaid or Waiver services and short-term BISF HCBS through the Brain Injury Services Fund without a special exception from the BISF Program Manager. Exceptions filed by the Service Coordination agency, if approved in writing, will only be granted on a single 90-day interim basis.
- 7. Procure goods and arrange initial and renewed contracts and letters of agreement with vendors and contractors who provide BISF HCBS covered goods, services and supports, in accordance with written referrals.
- 8. Manage and track the expenditures and service utilization of participants in the BISF Program. The funds to cover the cost of a referred and authorized service at full monthly utilization are to be considered “encumbered” for a full 6-month period. Funds not utilized within 90 days, per sub-contractor billing requirements, shall be disencumbered and may be used as specified by HSD up to any cap imposed by HSD to pay for additional BISF-covered services or cover services for new BISF participants.
- 9. Renew BISF HCBS for an additional 6-month interim using the standard operating procedures issued by HSD.

10. Reimburse BISF participants and contracted vendors and providers for services provided between **July 1, 2023** and **June 30, 2024** only (within **FY 24**). Reimbursement requests for services/goods provided under previous fiscal year contracts will not be paid to either the individual in service or the Contractor, except as requested by the contractor in writing and approved by the Human Services Department (HSD) in writing.
11. Coordinate with, but do not duplicate, services of BISF Service Coordination or any BISF HCBS, including Life Skills Coaching.
12. Conduct outreach to potential providers as a means of extending the provider network available to the Program.
13. Reference the HSD Brain Injury Services Fund Program as the funding agency, using mutually agreeable language, on any BISF-specific printed materials, marketing materials, public announcements, and brain injury webpages. HSD shall review and approve in writing any marketing materials, forms, letters, print materials, and web pages related to the provision of Brain Injury Services Fund services prior to implementation.
14. Utilize the standard notices to participants, applicants and members of the public that are created by HSD and ensure that all other notices, including but not limited to letters, brochures and other marketing material produced for the public are written at or below a 6th grade reading level and meet all related federal and state requirements. Contractor will submit all review requests to HSD in writing for HSD's review and written approval prior to distribution to the public.
15. Employ staff and subcontractors that meet the requirements in the Brain Injury Service Fund Program regulations 8.326.10 NMAC or amended regulations and the FY24 Brain Injury Services RFP.
16. Maintain a current listing of applicable brain injury resources for use by staff and submit to HSD an updated version within 60 days following the contract start date.
17. Establish internal grievance reporting procedures and follow HSD written grievance and appeals policies standard operating procedures for BISF participants, adhering to all the provisions set forth in the current BISF regulations. Report all written grievances to HSD, in the manner prescribed by HSD. Provide targeted and appropriate follow-up and aim to reduce recurrences.
18. Follow written incidence reporting policies and standard operating procedures, utilizing the HSD BISF Critical Incident Reporting form and provide necessary follow-up, where BISF HCBS are at issue, and aim to reduce recurrences.
19. Attend and participate in meetings with the other BISF contractors, as scheduled by HSD.
20. Attend and participate in contract monitoring calls, *ad hoc* conference calls, and BISF Program Joint Contractor Operations Meetings as prescribed by HSD for the purpose of

addressing and improving delivery of services. Whenever possible, the Contractor will be given a minimum advance notice of three (3) business days.

21. Attend and participate in BISF Program Contractor Trainings, and provide utilization report updates, as requested.
22. Attend and provide utilization reports to the Brain Injury Advisory Council, as requested.
23. Submit detailed monthly expenditure and utilization reports on each participant in service to their BISF Service Coordination Agency and to the HSD BISF Program Manager, including all services and goods paid for in the previous month. Reports must be submitted according to the schedule and frequency established by HSD.
24. Submit Quarterly reports to HSD which include:
  - a) Fiscal reports detailing expenditures and percentage utilization for each approved participant service. Reports for FQ1-FQ3 will be submitted no later than the 20<sup>th</sup> day after the close of a fiscal quarter. The FQ4 report will be due to HSD in accordance with the year-end schedule set by HSD.
  - b) Cumulative expenditure transaction reports which include all payment activity on behalf of enrolled participants through the close of the fiscal quarter.
25. Submit annual Disaster/Emergency/Business Continuity Plans within 45 days of the start of a new fiscal year. Plans are developed in preparation for any natural disasters or other widespread emergencies, that may disrupt normal day to day operations. The plans will assist the Contractor to respond rapidly, in the interests of restoring operations to the fullest possible extent and should address how that will be accomplished with respect to BISF Program services. The plans should detail the agency's:
  - a. Key staff contact information and roles and responsibilities; staffing availability; and any altered operational plans, including office closures.
  - b. Policies and procedures in managing a variety of emergency situations, information systems strategies, business recovery, as well as frequency of plan review.
  - c. Plans to establish and maintain communication and engagement with HSD, service providers, and BISF Service Coordination Agencies.
  - d. Plans to provide tele/remote support services.
26. Generate *ad hoc* reports regarding the delivery of BISF Program services, as prescribed by the HSD.
27. Consult with and submit for review and approval by HSD any newly proposed or amended requirements for delivery of services to BISF participants.
28. Submit to formal and desk audits as prescribed by the HSD, with prior notification.

29. Bill the Human Services Department (HSD) monthly in the manner prescribed by the Department. Billing is to include detailed itemized reports of expended funding totals by region served, by participant. Billing is to be submitted no later than the 20<sup>th</sup> of each month, with the exception of final end of year billing, which must be submitted no later than **July 8, 2024 or date prescribed by the HSD**. Due to the nature of participant reimbursements and final provider invoicing, end of year billing may be submitted in 2 parts, the first due on the date prescribed by HSD and the second due one week later and which may be subject to a liability.
30. Be reimbursed up to, but no more than **\$684,110** total during the term of this contract for performing the service of acting as of the fiscal intermediary agent for the Department, for providing HSD with all required deliverables, and for reimbursement of expenses incurred by Contractor for payment for the actual direct services and goods that participants receive. Compensation for Administration and direct services/goods shall be in accordance with the distributions outlined in “A” and “B” below:

- A. **Administration of Fiscal Intermediary Services**— The allowable reimbursement for administrative services performed by the fiscal intermediary agent shall be billed to the HSD in 1/12 increments throughout the contract period. Contractor shall be compensated up to, but no more than **\$10,738.33** cumulative monthly which may total up to **\$128,860** total for the term of the contract for fiscal intermediary services delivered on behalf of the Department.

Administrative services performed include, but are not limited to, processing payment requests, establishing new vendors as requested by the Service Coordination Agency on behalf of a specific participant, opening new participant files and closing discharged participant files, delivery of all required billing, reports, and other contract deliverables. The fiscal intermediary cannot deny services to program participants based on available reimbursement amounts for administrative services.

- B. **Direct Services and Goods**—Contractor shall be reimbursed for expenses incurred from vendors, providers or contractors for the provision of actual BISF HCBS and goods that have been provided directly to BISF participants. Reimbursement shall be at a projected **\$46,270.83** cumulative monthly and **\$555,250** for the term of the contract.

BISF-funded HCBS for each enrolled participant shall be capped annually at the level specified in writing by HSD. HSD reserves the right to impose regional, or contractor-specific caps, as warranted to ensure that regional needs of enrolled participants can be met. Any requests for exceptions regarding participant caps or outstanding vendor remittances shall be submitted in writing to the HSD.

HSD may delay payment due to untimely, missed, or incomplete reports. The Human Services Department may recoup funding from the Contractor for services or goods paid out of compliance with regional and/or monthly allocations or for billing outside of the

guidelines described in the Brain Injury Service Fund Program regulations 8.326.10 NMAC, any amended regulations, and the FY24 Brain Injury Services RFP.

## **B. GENERAL PROVISIONS**

1. Health Insurance Portability and Accountability Act of 1996.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in Attachment 2, which is attached and incorporated by reference.

2. Payment made by the HSD to the Contractor shall not forfeit the right of the HSD to recover excessive payments or those billed erroneously by the Contractor.
3. The Contractor shall be available to conduct business Monday through Friday during normal business operating hours, except for observed State holidays.

## **C. PROGRESSIVE ACTION AND TERMINATION**

1. If HSD determines that the Contractor is not in compliance with one or more requirements in this Agreement, HSD may issue a notice of deficiency, identifying the deficiency or deficiencies and follow-up recommendations and/or requirements. The notice will include a request for a written response and a Performance Improvement Plan (PIP) on the measures that will be implemented to correct the issue and avoid its recurrence. The Contractor will be required to submit its PIP response within fourteen (14) calendar days following the date of the notice. HSD may require the modification of any policies or procedures of the Contractor relating to the fulfillment of its obligations pursuant to this Contract.

In the event that such deficiencies are not corrected, HSD will issue a Directed Corrective Action Plan (DCAP). A notice from HSD of noncompliance directing a DCAP will also serve as a notice for sanctions in the event that HSD determines that monetary sanctions are also necessary. The Contractor's DCAP response shall delineate the time and manner in which each deficiency is to be corrected. If the Contractor does not effectively implement the DCAP within the timeframe specified, HSD may impose additional remedies or sanctions.

The DCAP response shall be subject to approval by HSD, which may accept it as submitted, accept it with specified modifications, or reject it. HSD may extend or reduce the time frame for corrective action depending upon the nature of the deficiency, and shall be entitled to exercise any other right or remedy available to it, whether or not it issues a deficiency notice or provides the Contractor with the opportunity to take corrective action. The Contractor will be notified in writing upon any decision by HSD to accept or reject the Contractor's DCAP response(s).

HSD in its sole discretion may reallocate monies withheld as a sanction. The Contractor shall have neither claim upon nor opportunity to recoup monies withheld as a sanction per this section. HSD will remove its sanction upon determining that the Contractor has met its performance obligations during a subsequent month. The payment process will then resume.

2. Upon termination of this Agreement, the Contractor agrees to comply with the “Transition Protocol” to be delineated by HSD in writing for the appropriate transition of clients and services as well as the transfer of relevant records and or/data.

**D. PERFORMANCE OF SERVICES**

Services will be performed throughout the entire State of New Mexico.

# APPENDIX H - COST RESPONSE FORM

## RFP #23-630-8000-0006 – Brain Injury Services

This form must be submitted as part of the response to Mandatory Specifications in Section IV, Letter C, Factor III.

Offeror Name \_\_\_\_\_

### **BISF Service Component Funding Request**

(Complete A or B and Total; See Funding Table for Available Funding)

|                                | BISF Service              | Region    | Projected Number of Participants (served annually) | Total Yearly Funding Requested | Total Yearly Funding for Administrative Costs (included in PMPMs for SC) |
|--------------------------------|---------------------------|-----------|--|--------------------------------|--|
| A*                             | Service Coordination      | METRO     |  | \$                             | \$   |
|                                |                           | NE        |  | \$                             | \$   |
|                                |                           | NW        |  | \$                             | \$   |
|                                |                           | SE        |  | \$                             | \$   |
|                                |                           | SW        |  | \$                             | \$   |
| B**                            | Fiscal Intermediary Agent | Statewide |  | \$                             | \$   |
| <b>TOTAL FUNDING REQUESTED</b> |                           |           |  | \$                             | \$   |

\*See Funding Table: Column C \*\*See Funding Table: Column D

### **Please indicate other funding your agency is currently receiving**

|   |                               | Number Serving/ Projected | Yearly Funding Received/ Projected |
|---|-------------------------------|---------------------------|------------------------------------|
| C | Medicaid                      |                           | \$                                 |
| D | Medicare                      |                           | \$                                 |
| E | Other Federal Funds (Specify) |                           | \$                                 |
|   |                               |                           | \$                                 |
| F | Other HSD Funds (Specify)     |                           | \$                                 |
|   |                               |                           | \$                                 |
| G | Other State Funds (Specify)   |                           | \$                                 |
|   |                               |                           | \$                                 |
| H | Other Funds (Specify)         |                           | \$                                 |
|   |                               |                           | \$                                 |
| I | <b>GRAND TOTAL (C-H)</b>      |                           | \$                                 |



**BISF Funding Table FY24 (July 1, 2023 – June 30, 2024)**

New Mexico Human Services Department - Brain Injury Program

All figures are estimates. The NM HSD may reallocate funding based on proposals and funding availability.

| Counties      | Region  | Service Coordination - Available Funding by Region | Fiscal Intermediary Agent |   |                            |
|---------------|---|--|---------------------------|---|----------------------------|
|               |   |  | Administrative Costs      | HCBS through BISF Contracted FIA (Maximum of \$4,250 /participant/year) | Total FIA Budget Available |
| Bernalillo    | <b>Metro</b><br>[up to two (2) contracts available]     | <b>\$151,200</b>                                   | <b>\$128,860</b>          | <b>\$555,250</b>  | <b>\$684,110</b>           |
| Sandoval      |   |  |                           |   |                            |
| Socorro       |   |  |                           |   |                            |
| Torrance      |   |  |                           |   |                            |
| Valencia      |   |  |                           |   |                            |
| Harding       | <b>Northeast</b><br>[up to two (2) contracts available] | <b>\$151,200</b>                                   |                           |   |                            |
| Los Alamos    |   |  |                           |   |                            |
| Mora          |   |  |                           |   |                            |
| Rio Arriba    |   |  |                           |   |                            |
| San Miguel    |   |  |                           |   |                            |
| Santa Fe      |   |  |                           |   |                            |
| Taos          |   |  |                           |   |                            |
| Union         |   |  |                           |   |                            |
| Colfax        |   |  |                           |   |                            |
| Cibola        | <b>Northwest</b>  | <b>\$75,600</b>                                    |                           |   |                            |
| McKinley      |   |  |                           |   |                            |
| San Juan      |   |  |                           |   |                            |
| Chaves        | <b>Southeast</b>  | <b>\$75,600</b>                                    |                           |   |                            |
| Curry         |   |  |                           |   |                            |
| De Baca       |   |  |                           |   |                            |
| Eddy          |   |  |                           |   |                            |
| Guadalupe     |   |  |                           |   |                            |
| Lea           |   |  |                           |   |                            |
| Lincoln       |   |  |                           |   |                            |
| Quay          |   |  |                           |   |                            |
| Roosevelt     |   |  |                           |   |                            |
| Catron        | <b>Southwest</b>  | <b>\$75,600</b>                                    |                           |   |                            |
| Dona Ana      |   |  |                           |   |                            |
| Grant         |   |  |                           |   |                            |
| Hidalgo       |   |  |                           |   |                            |
| Luna          |   |  |                           |   |                            |
| Otero         |   |  |                           |   |                            |
| Sierra        |   |  |                           |   |                            |
| <b>TOTALS</b> |   | <b>\$529,200</b>                                   | <b>\$128,860</b>          | <b>\$555,250</b>  | <b>\$684,110</b>           |

## **APPENDIX I - ORGANIZATIONAL REFERENCE QUESTIONNAIRE**

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

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Victoria Herrera at [victoria.herrera@hsd.nm.gov](mailto:victoria.herrera@hsd.nm.gov) by **4:00 PM MST/MDT on April 21, 2023** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

**RFP # 23-630-8000-0006**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Human Services Department, Medical Assistance Division via e-mail at:

Name: Victoria Herrera  
Email: [victoria.herrera@hsd.nm.gov](mailto:victoria.herrera@hsd.nm.gov)

Forms must be submitted no later than **4:00 PM MST/MDT on April 21, 2023** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror’s service history, successful execution of services and evidence of customer/client satisfaction.

**For questions or concerns regarding this form**, please contact the State of New Mexico **Procurement Manager** at Victoria Herrera (505) 709-5427. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

|  |  |
|--|--|
| <b>Organization providing reference</b>    |  |
| <b>Contact name and title/position</b>     |  |
| <b>Contact telephone number(s)</b>         |  |
| <b>Contact e-mail address</b>              |  |
| <b>Project description</b>                 |  |
| <b>Project dates (start and end dates)</b> |  |

QUESTIONS:

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

COMMENTS:

2. How would you rate this firm's knowledge and expertise?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
4. What is your level of satisfaction with hard-copy materials and other deliverables produced by the vendor?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)  
COMMENTS:
  
5. How would you rate the dynamics/interaction between vendor personnel and your staff?  
\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:
  
6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

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

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

Name: \_\_\_\_\_ Rating: \_\_\_\_\_

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor or use by the public?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)  
COMMENTS:

8. How would you rate the Contractor's responsiveness to requests for information?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

9. How would you rate the Contractor's responsiveness to problems or complaints?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

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

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

12. Would you recommend this vendor's services to your organization again?  
COMMENTS:

## **APPENDIX J - SUSPENSION AND DEBARMENT REQUIREMENT**

### **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS**

The entering of a contract between HSD and the successful Offeror pursuant to this RFP is a “covered transaction,” as defined by 45 C.F.R. Part 76. HSD’s contract with the successor Offeror shall contain a provision relating to debarment, suspension, and responsibility. All Offerors must provide as a part of their proposals a certification to HSD in the form provided below. Failure of an Offeror to furnish a certification or provide such additional information as requested by the Procurement Manager for this RFP will render the Offeror non-responsible. Furthermore, the Offeror shall provide immediate written notice to the Procurement Manager for this RFP if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Although HSD may review the veracity of the certification through the use of the federal Excluded Parties Listing System or by other means, the certification provided by the Offeror in paragraph A., below, is a material representation of fact upon which HSD will rely when making a contract award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to HSD, HSD may terminate the contract resulting from this request for proposals for default.

The certification provided by the Offeror in paragraph A., below, will be considered in connection with a determination of the Offeror's responsibility. A certification that any of the items in paragraph A., below, exists may result in rejection of the Offeror’s proposal for non-responsibility and the withholding of an award under this RFP. If the Offeror’s certification indicates that any of the items in paragraph A., below, exists, the Offeror shall provide with its proposal a full written explanation of the specific basis for, and circumstances connected to, the item; the Offeror’s failure to provide such explanation will result in rejection of the Offeror’s proposal. If the Offeror’s certification indicates that that any of the items in paragraph A., below, exists, HSD, in its sole discretion, may request, that the U.S. Department of Health and Human Services grant an exception under 45 C.F.R. §§ 76.120 and 76.305 if HSD believes that the procurement schedule so permits and an exception is applicable and warranted under the circumstances. In no event will HSD award a contract to an Offeror if the requested exception is not granted for the Offeror. By signing and submitting a proposal in response to this RFP, the Offeror certifies, to the best of its knowledge and belief, that:

A. The Offeror and/or any of its Principals (check applicable blocks):

| Status   | Yes | No |
|--|-----|----|
| Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency.  |     |    |
| Have, within a three-year period preceding the date of the Offeror's proposal, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property. |     |    |
| Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with, commission of any of the offenses enumerated in paragraph A. (2) of this certification.  |     |    |
| Have, within a three-year period preceding the date of Offeror's proposal, had one or more public agreements or transactions (federal, state or local) terminated for cause or default.  |     |    |
| Have been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.  |     |    |

B. "Principal," for the purposes of this certification, shall have the meaning set forth in 45 C.F.R. § 76.995 and shall include an officer, director; owner, partner, principal investigator, or other person having management or supervisory responsibilities related to a covered transaction.

"Principal" also includes a consultant or other person, whether or not employed by the participant or paid with federal funds, who: is in a position to handle federal funds; is in a position to influence or control the use of those funds; or occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

C. For the purposes of this certification, the terms used in the certification, such as covered transaction, debarred, excluded, exclusion, ineligible, ineligibility, participant, and person have the meanings set forth in the definitions and coverage rules of 45 C.F.R. Part 76.

D. Nothing contained in the foregoing certification shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph A. of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

|                  |       |
|------------------|-------|
| OFFEROR:         |       |
| SIGNATURE/TITLE: | DATE: |



# APPENDIX K – EMPLOYEE HEALTH COVERAGE FORM

## NEW MEXICO EMPLOYEE HEALTH COVERAGE FORM

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
3. 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.
4. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information [http://www.hsd.state.nm.us/Centennial\\_Care.aspx](http://www.hsd.state.nm.us/Centennial_Care.aspx).
5. 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 revenue (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

Signature of Offeror: \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX L – BRAIN INJURY SERVICE AREA MAP

This map provides a visual representation of the five (5) separate geographic regions within the State of New Mexico, served by the BISF Program.

