



HEALTH CARE AUTHORITY

**Ob/Gyn Services in Cibola, McKinley, San Juan,
Valencia, and Catron counties**

Request for Applications

August 6, 2026

Request for Applications (RFA)

Ob/Gyn Services in Cibola, McKinley, San Juan, Valencia, and Catron counties

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Ob/Gyn services in Northwest New Mexico (ONNM)

1.2 SYNOPSIS OF PROGRAM

The New Mexico Health Care Authority (HCA) invites hospitals, providers and clinics to apply for funding through the Ob/Gyn services in Northwest New Mexico (ONNM). The ONNM provides funding to support Obstetrician/Gynecologist services and infrastructure in Cibola, McKinley, San Juan, Valencia and Catron counties. Eligible applicants must be New Mexico Medicaid Enrolled Providers who are actively serving Medicaid recipients and propose to deliver services that are eligible for Medicaid reimbursement.

1.3 PURPOSE

The ONNM aims to sustain Obstetrics and Gynecologic services and infrastructure in Cibola, McKinley, San Juan, Valencia and Catron counties. Eligible applicants may receive funding to support operational costs, personnel, equipment, and other costs associated with providing services, helping ensure that New Mexicans have access to the care they need.

1.4 FOCUS AREA

This ONNM funding focuses on Ob/Gyn services in Cibola, McKinley, San Juan, Valencia and Catron counties only. Funding is available to support services in New Mexico communities, helping ensure that New Mexicans can access care close to home rather than traveling to receive Ob/Gyn care.

1.5 POINT OF CONTACT

Applicants should direct all inquiries and communications concerning this RFA to:

New Mexico Health Care Authority

Name: Jordan Engler, Contracts and Procurement Manager (Jordan.Engler@hca.nm.gov)

No contact shall be made with other HCA personnel or its designees regarding this RFA. Failure to comply with this requirement may result in disqualification.

2 AWARD SUMMARY

2.1 AWARD AMOUNT

The total funding available for awards is **\$1,000,000** contingent on funding availability. Funding awards are dependent on the scope of work and proposed budget to complete Ob/Gyn services in six NW New Mexico counties.

2.2 NUMBER OF AWARDS AND SUBMISSIONS

The number of awards is contingent on the number of applications received, requested amounts, and the amount of funding available. Each application can offer services in more than one of the six counties.

2.3 ELIGIBLE APPLICANTS

- 1) Eligible applicants include obstetrics and gynecologic (Ob/Gyn) clinics and providers as defined below.

Eligible provider types include:

- Obstetrician-Gynecologist (MD or DO): A physician licensed to practice medicine or osteopathic medicine who specializes in obstetrics and gynecology and provides preventive care, reproductive health services, prenatal care, labor and delivery services, postpartum care, gynecologic care, and management of acute and chronic conditions affecting women's health.
- Certified Nurse-Midwife (CNM): An advanced practice registered nurse licensed and certified to provide primary women's health services, prenatal, intrapartum, postpartum, newborn, family planning, preventive, and gynecologic care within the scope of state law and Medicaid enrollment requirements.
- Certified Nurse Practitioner (CNP) – Women's Health or Family Practice: An advanced practice registered nurse licensed to diagnose, treat, prescribe, and manage preventive, reproductive, prenatal, postpartum, and gynecologic care within their authorized scope of practice and Medicaid enrollment.
- Physician Assistant (PA): A licensed physician assistant practicing in obstetrics and gynecology who provides preventive, reproductive, prenatal, postpartum, and gynecologic services under applicable state law and within the scope of practice

authorized by the New Mexico Medical Board and Medicaid enrollment requirements.

- 2) Must be currently Enrolled as a Medicaid Provider who is actively serving Medicaid recipients.
- 3) Applicants must meet state licensing requirements to provide health care services.

2.5 PROJECT REQUIREMENTS

- 1) Proposed services must be Obstetrics and Gynecologic
- 2) Proposed services must be in Cibola, McKinley, San Juan, Valencia and/or Catron counties

2.7 PROGRAM DURATION

The ONNM will operate until **June 30, 2027**.

2.8 FUNDING PERIOD

The Funding Period is available for the time periods identified below depending on the needs of the Applicant and availability of funds.

- September 1, 2026 - June 30, 2027 (State Fiscal Year 2027)

2.9 REQUIRED REPORTING

- 1) **Final Reporting:** Awarded organizations must submit a final report to the Health Care Authority sharing the impact of the ONNM.

3 APPLICATION PROCESS

Applicants must complete the application form and submit all required to the Health Care Authority as outlined in **Section 7**.

3.1 APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the timeline below. HCA reserves the right to revise this timeline or any portion of this RFA by publishing an addendum.

Action	Responsible Party	Deadline
Issue RFA – This RFA is issued by HCA.	HCA	August 6, 2026
Online Application Open – Additional Information available in Section 7 of RFA.	HCA	August 6, 2026
Deadline to submit Written Questions	Potential Offerors	August 13, 2026
Response to Written Questions	Procurement Manager	August 20, 2026
Deadline to Apply (All applicants)	HCA	September 10, 2026 (NLT 11:59PM MST)
Application Review Period – Additional Information available in of RFA.	HCA	September 10– 17, 2026
Final Approval and Notification of Award (All applicants)	HCA	September 18 – 20, 2026
Contracting – Contract will be finalized. If mutually agreeable terms cannot be reached with the awarded applicant in the time specified, HCA reserves the right to withdraw funding.	Awarded Applicant & HCA	September 21 – 25 2026
Funding Start Date	Awarded Applicant	October 1, 2026

4 USE OF FUNDS

4.1 PAYMENT TERMS

Awarded applicants shall receive payments from HCA. HCA anticipates payments to Awarded Applicants to begin one month following a fully executed contract. HCA is not bound by any award estimates or budget amounts requested in response to this RFA.

Funding may be reduced or terminated if funds allocated to HCA for the year of this program become reduced, depleted, or unavailable during the Contract Term. If HCA determines an Awarded Applicant has failed to perform or failed to conform to Conditions, HCA may retract or reduce the funding amount for the Awarded Applicant.

4.2 ALLOWABLE COSTS

Funding awarded under this Request for Applications (RFA) is intended to support eligible providers and clinics in the delivery and expansion of obstetric and gynecologic (Ob/Gyn) services within the designated eligible counties.

Supported services may include, but are not limited to:

- Preventive women's health services
- Prenatal, perinatal, and postpartum care
- Labor and delivery services
- Gynecologic examinations, diagnosis, and treatment
- Family planning and contraceptive services
- Cervical and breast cancer screening
- Menopause management
- Diagnosis and treatment of reproductive health conditions
- Care coordination related to pregnancy and women's health

Funds may be used for reasonable and necessary costs directly related to the provision, expansion, or enhancement of Ob/Gyn services, including, but not limited to:

- Personnel costs, including salaries and fringe benefits for clinical and support staff directly involved in providing Ob/Gyn services.
- Medical and office equipment necessary to support the delivery of obstetric and gynecologic care.
- Training and professional development costs for clinical and administrative staff to improve the quality, accessibility, or scope of Ob/Gyn services.
- Administrative and operational overhead expenses that are directly attributable to the funded activities and are reasonable, necessary, and allocable to the project.

All expenditures must comply with applicable federal and state laws, regulations, and grant requirements. Funds may only be used for costs incurred during the approved project period and must be adequately documented.

4.3 PROHIBITED COSTS AND LIMITATIONS

Projects are prohibited from or limited to expending funds on the following:

- Construction or purchase of land or buildings.

4.4 DUPLICATION OF USE OF FUNDING

Applicants are required to disclose any additional funding through other means, income streams, or federal funding that have been received or are anticipated for this project. Please include a detailed plan demonstrating how you will ensure that the use of these funds is not duplicative. Receiving multiple sources of funding for a single project will not negatively impact your application, as long as each funding source is utilized distinctly and without overlap.

4.5 REQUIRED COMMITMENTS

- Funding is only for expenses incurred up to June 30, 2027.

4.6 AWARDED BUDGET AND CHANGE REQUESTS

Final Award Budget: Each application selected for funding shall provide HCA with a Final Award Budget detailing the expected uses of award funds.

Budget changes made after the contracting period will require a budget revision submission form and approval by the HCA.

4.7 LAST DAY OF EXPENDITURES

Contracts will be created with specific allocations for state fiscal year 2027 only. Funding must be utilized within the funding year.

4.8 RETURN OF UNEXPENDED FUNDS

All awarded funds must be expended by the end of the Funding Period. Funding recipients shall return any unexpended funds after the end of the Funding Period, at the time of submission of the Final Report, unless otherwise approved by HCA. If HCA anticipates that a funding recipient will not utilize the full award amount by the end of the fiscal year of their project, HCA reserves the right to reduce the award and reallocate the remaining funds.

4.9 INVOICING CADENCE

Funds may be invoiced monthly or quarterly, as retrospective payments. All awarded funds must be expended and properly accounted for.

All invoices are subject to deadlines and requirements set forth by the New Mexico Department of Finance and Administration (DFA).

4.10 FUNDING LIMITS

The total funding available for awards is \$1,000,000.00 and contingent on funding availability.

5 SELECTION FOR FUNDING

5.1 APPLICATION SCREENING

HCA shall assign members of an Evaluation Committee to review Applications to determine if they adhere to the program requirements and the funding priorities. Applications must meet the requirements of the RFA to qualify for further consideration. Please refer to 7.3 APPLICATION COMPONENTS, 8.4 APPLICATION FORMAT AND CONTENT and Appendix B Scoring Criteria for additional information to assist with application preparation

5.2 RECOMMENDATION FOR FUNDING

The Evaluation Committee shall make funding recommendations to HCA Secretary, who will make the final decision regarding funding.

Additional information on scoring criteria can be found in the appendix.

5.3 FUNDING DECISIONS

Applicants will be notified about funding decisions by email according to HCA's timeline, subject to change. Awardees will have no more than 30 days to confirm their acceptance of the award after the email has been sent. HCA will reallocate funding from awards that are not confirmed within that time-period.

6 COMPLIANCE AND ACCOUNTABILITY

6.1 QUARTERLY AND ANNUAL REPORTING

Organizations failing to submit the required final report, or other required paperwork will be ineligible for funding and risks having current funding removed.

6.2 VERIFICATION OF SERVICES PROVIDED

Funded Organizations must submit verification to HCA that the new or expanded services are either being provided or will be provided within the stated timeframe outlined in the contracted Scope of Work.

6.3 FAILURE TO FULFILL PROJECT REQUIREMENTS

If the Awarded Organization fails to provide verification to HCA within 90 days after the funding period ends, confirming that the new or expanded services have been delivered, the organization will forfeit the award.

6.4 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by HCA, Applicant shall furnish HCA with satisfactory proof of its compliance.

7 APPLICATION INFORMATION

7.1 APPLICATION SUBMISSION

- 1) Applications and all required documents must be submitted electronically via the HCA's designated portal by the specified deadlines.
 - a. Submitted using the Euna Application Site. Application site will be posted to the HCA website at [Open RFPs – New Mexico Health Care Authority](#) on **August 6, 2026**.
 - b. HCA shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server including Applicants anti-virus or other security software.
- 2) Incomplete applications or those submitted through other channels will not be considered.
- 3) Confirmation emails will be generated upon submission, and it is the applicant's responsibility to ensure receipt.
 - a. If an applicant does not receive confirmation, they should contact the Point of Contact listed in Section 1.4 immediately.

7.2 APPLICATION DEADLINE

Applications must be:

- Submitted no later than 11:59pm (MST) on **September 10, 2026**.
- Completed according to the guidelines outlined in this RFA.

7.3 APPLICATION COMPONENTS

Application Requirements:

- *Requirement 1:* Response to eligibility and requirements.
- *Requirement 2:* Submission of required contact, individual, and/or organizational information.
- *Requirement 3:* A **narrative section** (not to exceed 15 pages) that captures the requested information within the designated application portal. Requested information is subject to change.
- *Requirement 4:* Applicants must submit a **detailed budget** indicating the use of funds using the designated application portal and form.
- *Optional Requirement 5:* Applicants may submit Letters of Support from community stakeholders attesting to the project's importance.

8.4 APPLICATION FORMAT AND CONTENT

Eligibility/Requirements Checklist (Requirement 1):

- ✓ I am a Medicaid Enrolled Provider.
- ✓ I am actively serving Medicaid recipients.
- ✓ I meet state licensing requirements to provide health care services.
- ✓ I am proposing to provide new and/or expanded Obstetrics-Gynecologic services in the allowable NM counties.
- ✓ The proposed services are Medicaid reimbursable.
- ✓ This proposed project does not duplicate use of funds from other funding sources.
- ✓ If selected, I will submit the required final report, and other required paperwork.

Organization Overview (Requirement 2):

1) Individual and/or Organizational Information

1. Organization Name
2. Organization Website
3. Contact Information for the Chief Executive Officer (CEO), Chief Financial Officer (CFO), and the person submitting the application
4. Organization Address and Mailing/Billing Address (if different)

5. Federal and NM Tax ID, and DFA Vendor Code (if applicable)

2) Facility/Provider Overview

1. Legal Status and Financial Structure
2. Detailed information on outpatients, inpatients, employees (full-time, part-time, locums), site locations
3. Description of current services provided, and current areas serviced
4. Payor Mix (Medicaid, Medicare, Commercial, Uninsured, Other)
5. Information regarding affiliations with tribal nations

Narrative (Requirement 3):

1. Description of New or Existing Obstetrics-Gynecologic (Ob/Gyn) Services

- a. A detailed project proposal outlining how the funding will be used
- b. Identify which Ob/Gyn services will be provided
- c. Explanation of organization's experience with the proposed services
- d. Identify which approved counties will be served

2. Readiness and Implementation

- a. Description of organizational readiness, identify necessary partnerships for service delivery if applicable
- b. Explain staffing readiness and recruitment status, if applicable
- c. Identify the service start date, explain timeline milestones and considerations
- d. Detail expected service delivery volume

3. Financial Plan and Sustainability

- a. Long-term sustainability plan, including additional revenue sources and strategies for maintaining service delivery beyond the funding period

Detailed Budget (Requirement 4):

Applicants must fill out the form provided in the application and provide a complete detailed budget breakdown and justification for your project proposal using the designated form (see Appendix C, Cost Response Form).

Letters of Support (Optional Requirement 5)

9) Letters of Support (up to three)

8 INQUIRIES

All inquiries shall be directed to the Point of Contact per RFA Section 1.4. Applicants and prospective Applicants may not discuss an application or an applications status with any other HCA employee unless authorized by the Point of Contact. All responses by HCA must be in writing to be binding. Any information deemed by HCA to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants that have applied. All Applicants must acknowledge receipt of all addenda within five business days, by email to the Point of Contact outlined in 1.4.

9 APPENDICIES

(Please see following pages)

APPENDIX A: Glossary

1. Applicant:

An eligible New Mexico rural health care facility or rural health care provider as defined in Section 3.1 of this RFA, applying in accordance with the terms and conditions of this RFA.

2. Application:

The final document submitted by an Applicant to HCA in response to and in accordance with the terms of this RFA.

3. Awarded Applicant:

The successful recipient ultimately awarded funding by HCA, responsible for performing all activities required to fully comply with performance requirements and all funding terms and conditions.

4. Allowable Costs:

Allowable costs are those directly tied to the necessary costs to implement the new or expanded health care service(s). Examples include, but are not limited to salaries, technology, furniture, utilities, etc.

5. HCA:

The Health Care Authority.

6. Health care services:

Services for the diagnosis, prevention, treatment, cure, or relief of a physical, dental, behavioral, or mental health condition, substance use disorder, illness, injury, or disease, and for medical or behavioral health ground transportation.

7. HPSA Score:

Health Professional Shortage Area (HPSA) score is a designation given by HRSA to indicate a shortage of Medical, Dental, or Mental Health care providers.

8. Medicaid:

The medical assistance program established pursuant to Title 19 of the federal Social Security Act and regulations issued pursuant to that act.

9. Medicaid Enrolled Provider:

A person that provides Medicaid-related services to Medicaid recipients.

10. Medicaid recipient:

A person whom the department has determined to be eligible to receive Medicaid reimbursable services in the state.

11. Recognized revenue:

Operating revenue, including revenue directly related to the rendering of patient care services and revenue from non-patient care services to patients and persons other than patients; the value of donated commodities; supplemental payments; distributions from the safety net care pool fund; and distributions of federal funds.

APPENDIX B: Proposal Scoring Criteria

Introduction

The purpose of this scoring criteria is to provide a transparent and standardized process for evaluating proposals submitted in response to this Request for Applications (RFA). Each proposal will be evaluated based on the criteria below to assess the applicant's ability to successfully implement, manage, and sustain obstetric and gynecologic (Ob/Gyn) services in the eligible service areas. A maximum of 100 points may be awarded.

1. Relevance and Alignment (20 Points)

Description:

Evaluates the extent to which the proposal aligns with the purpose and objectives of the funding opportunity and addresses identified service needs within eligible counties.

Key Considerations:

- Number of eligible counties to be served.
- Demonstrated need for Ob/Gyn services within the proposed service area.
- Alignment with the goals, priorities, and requirements of the RFA.
- Expected impact on access to obstetric and gynecologic services for Medicaid members and other underserved populations.

2. Service Capacity and Timeline (25 Points)

Description:

Evaluates the applicant's current capacity and future ability to provide and sustain obstetric and gynecologic (Ob/Gyn) services throughout the grant period.

Key Considerations:

- Description of current Ob/Gyn services, including service locations, patient population served, and geographic coverage.
- Realistic and clearly defined implementation timeline, including key milestones for initiating, expanding, or enhancing services.

- Staffing plan and availability of qualified clinical and administrative personnel.
- Operational capacity, facilities, equipment, and other resources necessary to support service delivery.
- Ability to sustain services throughout the grant period.
- Identification of implementation risks and strategies to mitigate those risks.

3. Organizational Capacity and Expertise (10 Points)

Description:

Evaluates the applicant's experience, qualifications, and organizational capacity to successfully implement and administer the proposed services.

Key Considerations:

- Experience providing obstetric and gynecologic services or other comparable healthcare services.
- Qualifications and expertise of key personnel.
- Organizational infrastructure, resources, and administrative capacity.
- Demonstrated success managing similar grants, contracts, or healthcare programs.
- History of delivering high-quality, patient-centered care.

4. Budget and Financial Justification (20 Points)

Description:

Evaluates the reasonableness, completeness, and appropriateness of the proposed budget and the applicant's ability to effectively manage grant funds.

Key Considerations:

- Budget is reasonable, complete, and clearly supports the proposed activities.
- Expenses are adequately justified and directly related to project objectives.

- Financial management systems and internal controls demonstrate accountability for public funds.
- Demonstrated ability to accurately forecast revenues and expenditures associated with the proposed services.
- Efficient use of funding to maximize service delivery and program outcomes.

5. Sustainability (25 Points)

Description:

Evaluates the applicant's plan to maintain or continue the proposed services beyond the grant funding period.

Key Considerations:

- Clearly defined sustainability plan for continuation of services.
- Strategies to secure ongoing funding, reimbursement, or other financial support.
- Long-term financial viability of the proposed services.
- Organizational commitment and capacity to sustain operations.
- Integration of the proposed services into the applicant's ongoing clinical and operational infrastructure.

Scoring Process

- Each proposal is reviewed and scored independently by a panel of experts.
- Scores for each criterion are totaled to provide an overall score for the proposal.
- The panel may also provide written feedback to support the scores and offer suggestions for improvement.

Scoring Summary

Scoring Type	Potential Points
Relevance and Alignment	20
Service Capacity and Timeline	25

Organizational Capacity and Expertise	10
Budget and Financial Justification	20
Sustainability	25
Total Potential Points	100

Conclusion

This scoring explanation provides a clear and transparent framework for evaluating funding proposals. By understanding the criteria and scoring process, applicants can better align their proposals with the funding organization's goals, increasing their chances of securing support.

APPENDIX C: Cost Response Form

Proposer Name: _____

RFP Title: _____

RFP Number: _____

Budget Line Item	Description	Budget Amount
Personnel & Fringe Benefits	Salaries, wages and benefits for all staff assigned to the project.	\$
Professional Services/Subcontractors	Costs for subcontractors, consultants, and other contracted professional services	\$
Travel	In-state and out-of-state travel, lodging, mileage, per diem, and related expenses necessary to perform the Scope of Work	\$
Facilities	Costs associated with office space, utilities, meeting space, rent and other facility-related expenses necessary to perform services.	\$
Information Technology	Technology costs necessary to support project activities including software, hardware, licensing fees, electronic medical record (EMR) related costs, data systems, project management tools, , and other technology resources directly related to providing Ob/Gyn services.	\$
Training and Professional Development	Cost associated with workforce training, continuing education, certifications, and professional development activities	\$
Operations	Day-to-day operational costs necessary to support the project, including telecommunications, medical supplies, marketing and outreach, accounting services, insurance,	\$

Budget Line Item	Description	Budget Amount
	licenses and permits, accreditation, and other allowable operating expenses.	
Administrative/Indirect Costs	Indirect or overhead costs that are directly attributable to the funded activities and are reasonably necessary and are not included in any other budget category	\$
Other Direct Costs	Allowable direct costs not included elsewhere. Provide a description for each item.	\$
TOTAL COST PROPOSAL		\$

Cost Proposal Summary

Review the following instructions carefully when completing your cost response form and cost proposal summary. Costs should be for the funding period outlined in RFA. Costs may only be included once in the budget. Budgeted expenses shall not be duplicated across multiple line items. For the Cost Proposal Summary, complete for each line item that includes details outlined below. Be as accurate as possible and ensure consistency across line items.

Human Resources (HR)

- Personnel & Fringe Benefits: Break out each proposed staff position and indicate the full-time equivalent (FTE) or percentage of time allocated to the project. Include fringe benefits in the same line. If applicable, include lines for Locum Tenens staff labeled as “Clinician Locum 1,” “RN Locum 2,” etc. See the “FTE Example” for details on breaking down estimated salary costs for your project.
- Professional Services/Subcontractors: Provide details on the number of subcontractors including job title and a summary of services that will be provided.

Travel

- Provide a description of travel costs such as in-state/out-of-state, estimated number of trips, destination (if known), and purpose of the travel.

Facilities

- Office Space Rental: Enter your annual rent or lease costs here. Provide the yearly total for each office location.
- Utilities: Include yearly estimates for utilities per facility. If you have multiple locations, list each one separately. For mobile units or transportation-based projects, include utility costs associated with the mobile units, as well as a portion of utilities related to administrative operations at your main location. Be specific and include any applicable percentages.
- Repairs & Maintenance: Capture projected costs for ongoing repair and maintenance needs.

Information Technology (IT)

- Software: List software needs such as Microsoft Office, Adobe products, and similar. *Do not include EMR-related software here.*
- Hardware: Include costs for IT equipment such as computers, tablets, servers, monitors, printers, and related accessories.
- Electronic Medical Record (EMR): Capture costs associated with your EMR system, including additional licenses, add-ons, or modules tied to new service lines.

Operations

- Telecommunications: Include telecommunications expenses, such as physical phones, cellular plans, video conferencing tools, and hardware like Polycom units.
- Medical Supplies: General medical supplies including bandages, IV equipment, saline, diagnostic tools, etc.
- Marketing: Include marketing and outreach costs such as brochures, website maintenance, advertising, community events, and business development efforts.
- Accounting Fees: List fees for bookkeeping, payroll services, QuickBooks, tax preparation, and other accounting-related expenses.
- Insurance: Budget for facility insurance and malpractice insurance (if provided for clinicians). Do not include employee health insurance, which belongs under HR fringe.
- Licenses & Permits: Include costs for business licenses, clinical licensing, building permits, or any operational permits related to your project.
- Other Operating Costs: Use this category for costs not captured above, such as accreditation fees, board stipends, or community contributions. Be specific in your descriptions.

Certification

By signing below, the Offeror certifies that:

- The proposed costs are complete and accurate.
- All costs necessary to perform the Scope of Work are included.
- Costs are not duplicated across budget categories.
- The Offeror understands reimbursement is limited to approved contract amounts.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

APPENDIX D: Sample Contract Language

**The contract language below is provided as a sample and is subject to change at the discretion of the HCA.*

STATE OF NEW MEXICO HEALTH CARE AUTHORITY GOVERNMENTAL SERVICES AGREEMENT

This **Governmental Services Agreement (GSA)** is made and entered into by and between the State of New Mexico **Health Care Authority**, hereinafter referred to as the “HCA” or the “Agency”, and **[Contractor]**, hereinafter referred to as the “Contractor”.

The HCA’s Chief Procurement Officer (CPO) has made a determination that this GSA is exempt from the provisions of the New Mexico Procurement Code [13-1-28 NMSA 1978, *et seq.*] as the services involved will likely reduce health care costs, improve quality of care, or improve access to care.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this GSA, and incorporated herein by reference.

2. Compensation

The total amount payable to the Contractor under this GSA shall not exceed [X] dollars (\$[X]) including expenses. This amount is a maximum and not a guarantee that the work assigned to Contractor under this GSA to be performed shall equal the amount stated herein.

The total amount payable to the Contractor under this GSA, including expenses, shall not exceed thirty-two thousand and forty dollars (\$[X]) in FY[XX].

- A. PAYMENT in FY[XX] 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 HCA. 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.**
- B. The 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, the Agency 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 GSA shall be [DATE], and shall terminate on [DATE], unless amended, extended, or terminated pursuant to the terms of this GSA.

4. Termination

A. Termination. This GSA may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this GSA, the HCA's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this GSA. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this GSA may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this GSA, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS GSA.

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this GSA, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA without written approval of the HCA; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this GSA; 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 GSA. 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 practical.

5. Appropriations

The terms of this GSA are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this GSA. If sufficient appropriations and authorization are not made by the Legislature, this GSA shall terminate immediately upon written notice being given by the Agency to the Contractor. The HCA'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 GSA to unilaterally reduce funding, the Contractor shall have the option to terminate the GSA 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 Human Services Department. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the Agency vehicles, or any other benefits afforded to the Agency employees of the State of New Mexico as a result of this GSA. 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 Agency 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 GSA or assign any claims for money due or to become due under this GSA without the prior written approval of the HCA.

8. Subcontracting

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

9. Release

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

10. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this GSA 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 HCA. Each party, however, will develop and maintain databases which will contain confidential information concerning individual applicants or patients, as the case may be. Therefore, the parties agree to jointly and separately attempt to safeguard confidential information as follows:

A. Access to the records sought and to any records created with the information disclosed under this Agreement containing confidential information will be restricted to authorized employees who require the information to perform their official duties. The CONTRACTOR will provide office spaces where computer equipment, paperwork, files, and other confidential information will be locked by the HCA and CONTRACTOR workers at all times.

B. The information disclosed and the records created will be processed and maintained in a manner that will protect the confidentiality of the disclosed information, and in a manner that will prevent unauthorized individuals from retrieving or accessing the information. This requirement includes access to computers, terminals and electronic on-line

access as well as printer or paper copies of the information.

C. The confidential information will be used and accessed only for the purposes of compliance with the governing federal and state statutes, rules and regulations. To the extent, HCA employees will have access to patient information protected by the Privacy Act (5 USC Section 533a) and implementing regulations, the Privacy Rule of the HIPAA (45 CFR Parts 150 & 164), and/or regulations protecting the confidentiality of alcohol and drug abuse patient records, HCA employees agree to comply with all applicable provisions on disclosures and all other applicable federal and state statutes or regulations.

D. Any person who knowingly and willfully requests or obtains shared information under false pretenses, or who knowingly and willfully discloses such information in a manner or to a person not authorized by law to receive it, shall be immediately denied access to shared information and shall be subject to all appropriate federal, state, or Tribal criminal and civil penalties.

E. The affected Party shall immediately: (1) notify the other of any known or suspected improper disclosures of data files or other confidential information; (2) promptly furnish the full details of the unauthorized possession, use, or knowledge of data files or other confidential information; and (3) assist in an investigation of the matter and take steps to prevent a recurrence.

F. The affected Party shall immediately notify the other of any request for information pertaining to the client/customer, including by subpoena.

G. Upon the termination of this Agreement for any reason, any information received under the terms of this Agreement of subsequent amendments or revisions shall remain subject to the confidentiality provisions indefinitely.

11. Product of Service - Copyright

All materials developed or acquired by the Contractor under this GSA 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 GSA. Nothing developed or produced, in whole or in part, by the Contractor under this GSA 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 Section 10-16-4.3 NMSA 1978, 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 Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this 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; this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family;
- 4) (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this 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 Section 10-16-13 NMSA 1978, 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 Section 10-16-3 and Section 10-16-13.3 NMSA 1978, 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. The 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. The Contractor shall provide immediate written

notice to the Agency if, at any time during the term of this Agreement, the Contractor learns that the 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 the 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 GSA 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 GSA 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 GSA, pursuant to the termination provisions contained herein, or to agree to the reduced funding.

14. Merger

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

15. Penalties for Violation of Law

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

16. Equal Opportunity Compliance

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

17. Applicable Law

The laws of the State of New Mexico shall govern this GSA, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G), NMSA 1978. By execution of this GSA, 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 GSA.

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 GSA may be terminated by the HCA.

19. Records and Audit

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

20. Invalid Term or Condition

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

21. Enforcement of GSA

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

22. Notices

Any notice required to be given to either party by this GSA 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 HCA:

To Contractor:

23. Authority

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

24. Debarment and Suspension

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

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

- 1) The Contractor shall provide immediate written notice to the HCA's Program Manager if, at any time during the term of this GSA, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances.
- 2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HCA, the HCA may terminate the GSA.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the sub-contractor, or its

principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the HCA when it requests sub-contractor approval from the HCA. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HCA may refuse to approve the use of the sub-contractor.

25. Entire GSA

This GSA incorporates all 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 GSA. No prior agreements or understandings of the parties or their agents, verbal or otherwise, are valid or enforceable unless embodied in this GSA.

26. Miscellaneous

A. This GSA is an internal government GSA and is not intended to confer any right upon any private person.

B. Headings used in this GSA are for reference purposes only and shall not be deemed a part of the GSA.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties execute this GSA as set forth below:

STATE OF NEW MEXICO:

By: _____ Date: _____

HCA Cabinet Secretary

By: _____
HCA Chief Financial Officer

Date: _____

Approved for legal sufficiency:

By: _____

Date: _____

HCA General Counsel

By: _____

Date:

Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

BTIN:

By: _____

Date: _____

Tax and Revenue Department Representative

Exhibit A
Scope of Work
[AWARDEE NAME]

[AWARDEE'S PROJECT SUMMARY AND DELIVERABLE WILL BE WRITTEN HERE]

