



HEALTH CARE  
AUTHORITY

**Rural Health Care Delivery Fund**  
**Request for Applications**  
September 2024

# Request for Applications (RFA) Rural Health Care Delivery Fund (RHCDF)

## **1 OVERVIEW OF FUNDING OPPORTUNITY**

### 1.1 PROGRAM TITLE

Rural Health Care Delivery Fund (RHCDF)

### 1.2 SYNOPSIS OF PROGRAM

The New Mexico Health Care Authority (HCA) invites rural health care providers and facilities to apply for funding through the Rural Healthcare Delivery Fund (RHCDF). The RHCDF provides funding to defray operating losses and start-up costs of rural health care providers and facilities that provide new or expanded health care services. Eligible applicants must be Medicaid Enrolled Providers who are actively serving Medicaid recipients and propose to deliver services that are eligible for Medicaid reimbursement.

### 1.3 PURPOSE

The RHCDF is focused on improving access to quality healthcare in rural communities by funding projects that establish or expand services where they are most needed. Eligible applicants can receive funding to cover expenses related to operations, personnel, equipment, and other start-up costs, helping ensure that rural New Mexicans have access to the care they need. Service creation or expansion includes (but is not limited to): inpatient, outpatient, primary, specialty, behavioral health, long-term care, and developmental disabilities services to New Mexico residents.

### 1.4 POINT OF CONTACT

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

New Mexico Health Care Authority  
Name: Elisa Wrede, Strategic Planning Director

**Questions will only be answered through the channels listed at:**

<https://www.hca.nm.gov/primary-care-council/>

**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 **\$46,000,000** contingent on funding availability. Funding awards are dependent on the scope of work and expected revenue loss necessary to complete the expansion or creation of the service.

### 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 must represent a distinct project. However, there is no limit on the maximum number of submissions an organization may propose, meaning an organization may submit more than one application.

### 2.3 ELIGIBLE APPLICANTS

- 1) Eligible applicants include rural health care facilities and rural health care providers as defined below.
  - Rural Health Care Facility: Licensed in New Mexico, providing inpatient or outpatient physical, behavioral health, or programmatic services in rural locations.
  - Rural Health Care Provider: Licensed individual health professionals, transportation entities, or organizations providing care in a rural county as defined below.
  
- 2) Eligibility requires service delivery to be in counties with populations of 100,000 or fewer, according to the 2023 federal decennial census. (Eligible Counties: *Catron, Chaves, Cibola, Colfax, Curry, De Baca, Eddy, Grant, Guadalupe, Harding, Hidalgo, Lea, Lincoln, Los Alamos, Luna, McKinley, Mora, Otero, Quay, Rio Arriba, Roosevelt, San Miguel, Sierra, Socorro, Taos, Torrance, Union, Valencia.*)
  
- 3) Other counties: applicant must apply for exception.
  - a. Rural County Exemption: If "Other" (Bernalillo, Doña Ana, Sandoval, San Juan, Santa Fe) justification:
    - Explanation of why their community or area qualifies as rural. Include relevant information such as population density, geographic isolation, or healthcare access challenges.
    - Include supporting documentation that the community qualifies under specific criteria, such as *Health Professional Shortage Area (HPSA)* scores, *Social Vulnerability Index (SVI)*, or other measures of rurality.

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

## 2.5 PROJECT REQUIREMENTS

- 1) Propose new or expanded health care services eligible for Medicaid reimbursement.
- 2) If expanding developmental disabilities waiver service(s) you must have a current provider agreement with DDS.
- 3) Demonstrate substantial progress within **120 days** post-contract execution.
- 4) Applicant must provide services in the rural counties outlined in Section 2.3 or submit documentation for exemption. Exceptions may be granted only with additional justification and supporting documentation as is subject to determination by HCA.

*To qualify for the “New Mexico Health Care Access Champion” award:*

- 1) Applicant must meet the applicant eligibility criteria in Section and the project requirements listed above.
- 2) Demonstrate immediate service implementation and substantial progress within **60 days** post-contract execution.
- 3) Applicants not selected for the “New Mexico Health Care Access Champion” award will still be considered for the general RHCDF award.

## 2.7 PROGRAM DURATION

The RHCDF will operate until **June 30, 2027**. No applications will be accepted or awarded after this date.

## 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.

- FY24 - January 1, 2025 - June 30, 2025
  - FY25 - July 1, 2025 - June 30, 2026
  - FY27 - July, 1 2026 - June 30, 2027
- Access Champion only - November 1, 2024 - December 31, 2024 (up to two additional months of funding)*

## 2.9 REQUIRED REPORTING

- 1) **Quarterly Reporting:** Awarded organizations must provide quarterly updates on the progress of the project.
- 2) **Annual Reporting:** Awarded organizations must submit an annual report to the Health Care Authority.

*Organizations failing to submit the required annual and quarterly reports, or other required paperwork will be ineligible for funding and risks having current funding removed.*

## 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.

HCA will be awarding applicants in two cycles. An earlier application deadline and expedited funding opportunity is available for those who wish to apply as a “New Mexico Health Care Access Champion.” (Additional information on this opportunity can be found in Section 2.9.)

<b>Action</b>	<b>Responsible Party</b>	<b>Deadline</b>
<b>Issue RFA</b> – This RFA is issued by HCA.	HCA	September 18, 2024
<b>Technical Assistance Webinar</b> – Recording will be available at <a href="https://www.hca.nm.gov/primary-care-council/">https://www.hca.nm.gov/primary-care-council/</a> .	HCA	September 18, 2024
<b>Online Application Open</b> – Additional Information available in Section 7 of RFA.	HCA	September 18, 2024

<p><b>Deadline to Apply</b> (All applicants)</p> <p><i>Early deadline to be considered for “New Mexico Health Care Access Champion” expedited funding.</i></p>	HCA	<p>October 18, 2024</p> <p><i>October 4, 2024</i></p>
<p><b>6. Application Review Period</b> – Additional Information available in Section 5 of RFA.</p>	HCA	September 18– November 8, 2024
<p><b>7. Notification of Award</b> (All applicants)</p> <p>a. <i>“New Mexico Health Care Access Champion” expedited funding award notification.</i></p>	HCA	<p>November 8, 2024</p> <p><i>October 25, 2024</i></p>
<p><b>8. Contracting</b> – 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.</p> <p>a. <i>“New Mexico Health Care Access Champion” contracting.</i></p>	Awarded Applicant & HCA	<p>November 8- December 30, 2024</p> <p><i>October 25 – November 1, 2024</i></p>
<p><b>9. Funding Start Date</b></p> <p>a. <i>“New Mexico Health Care Access Champion” funding start date.</i></p>	Awarded Applicant	<p>January 1, 2025</p> <p><i>November 1, 2024</i></p>

#### 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 response to this RFA.

Funding may be reduced or terminated if funds allocated to HCA for the year(s) 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

The Fund is designed to defray operating losses and start-up costs incurred by rural health care providers and facilities to provide new or expanded health care services. Allowable costs include:

- Start-up costs such as the planning, development, and operation of rural health care services, including legal fees; accounting fees; costs associated with leasing equipment, a location or property; depreciation of equipment costs; recruitment, retention and staffing costs.
- Defrayed operating losses for a new or expanded service, meaning the projected difference between recognized revenue and allowable costs for the funding period.

#### 4.3 PROHIBITED COSTS AND LIMITATIONS

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

- Existing services that are not experiencing operating losses.
- Construction or purchase of land or buildings is prohibited.
- Costs incurred prior to the contract start date.
- Payment toward previously incurred debt.

#### 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 up to 31 months of operation (November 1, 2024 – June 30, 2027 for Access Champions; January 1, 2025 – June 30, 2025 for all other awardees).
- Award amounts shall be reconciled by the department to ensure operating loss requirements are being met.
- The recipient must supply sufficient cost data, as specified by the department's regulations, derived from financial and statistical records that can be verified by qualified

auditors. The data should be based on an approved method of cost analysis and the accrual basis of accounting. Furthermore, the delivery of this data should be confirmed through the review of claims.

- Awardee commits to a period of operation equivalent to the number of years funding is awarded; and actively serve Medicaid recipients throughout the duration of the funding period.

#### 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 during each year of the Funding Period.

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 each fiscal year of the contract. Funding must be utilized within that funding year. Any carry-forward requests from one fiscal year to the next are subject to review and approval by the HCA. Any unapproved or unrequested carry-forward funds will be forfeited.

All remaining funding must be expended by the final day of the Funding Period.

#### 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 Financial Report, unless otherwise approved by HCA.

#### 4.9 INVOICING CADENCE

Funds may be invoiced quarterly, as prospective or retrospective payments. Prospective invoices require quarterly reconciliation to account for actuals spent with our finance specialists. All awarded funds must be expended or properly accounted on a quarterly basis.

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 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.

### **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 annual and quarterly reports, 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 Submittable Application Site. Application site will be posted to the Primary Care Council website at <https://www.HCA.state.nm.us/primary-care-council/> on **September 18, 2024**.
  - 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.

*Questions about the application process can be submitted through one of the channels on the HCA website at <https://www.hca.nm.gov/primary-care-council/>.*

### **7.2 APPLICATION DEADLINE**

Applications must be:

- Submitted no later than 11:59pm (MST) on **Friday, October 18**.
  - *“New Mexico Health Care Access Champion” applications are due by 11:59pm on Friday, October 4.*
- Completed according to the guidelines outlined in this RFA.

### **7.3 APPLICATION COMPONENTS**

Applicants have the **option to apply for Expedited Funding** through the “New Mexico Health Care Access Award,” which requires a description of how the organization is prepared for immediate implementation.

#### **Application Requirements:**

- *Requirement 1:* Response to eligibility and requirements.
- *Requirement 2:* submission of required contact, individual, and/or organizational information.
- *Requirement 3:* A **narrative** (not to exceed allowable word limits) that captures the requested information within the designated application portal and form. Requested information is subject to change.
- *Requirement 4:* Applicants must complete a **workplan** using the designated application portal and form.
- *Requirement 5:* Applicants must submit a **detailed budget** indicating the use of funds using the designated application portal and form.
- *Requirement 6:* Applicants must provide **financial documents**, including the following applicable documents: Balance Sheet, Income Statement, Cash Flow Statement, Statement of Functional Expenses, IRS Form 990.
- *Optional Requirement 7:* 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 a new and/or expanded health care service(s).
- ✓ The proposed services are Medicaid reimbursable.
- ✓ The proposed project result in operating losses for start-up costs.
- ✓ Proposed serves will be provided in a rural county (as defined, or I will submit justification for exemption)
- ✓ This proposed project does not duplicate use of funds from other funding sources.
- ✓ If selected, I am prepared to demonstrate substantial progress within 120 days post-contract execution.
- ✓ If selected, I will submit the required annual and quarterly reports, and other required paperwork.

- ✓ (REQ FOR DD WAIVER SERVICE PROPOSALS ONLY) If you are expanding developmental disabilities waiver service(s) must have a current provider agreement with DDSD.

Organization Overview (Requirement 2)

**1) Individual and/or Organizational Information**

1. Organization Name
2. Contact Information for the Chief Executive Officer (CEO), Chief Financial Officer (CFO), and the person submitting the application
3. Organization Address and Mailing/Billing Address (if different)
4. Federal and NM Tax ID, and DFA Vendor Code (if applicable)
5. Legal Status and Financial Structure

**2) Facility/Provider Overview**

6. Type of Facility (Behavioral Health, Dental, Primary Care, etc.)
7. Detailed information on outpatients, inpatients, employees (full-time, part-time, locums)
8. Organization's mission and vision statements
9. Current services provided, including any special populations served and an estimate of the percentage of the total population served
10. Payor Mix (Medicaid, Commercial, Uninsured)
11. Information regarding affiliations with tribal nations

Narrative (Requirement 3):

**3) Description of New or Expanded Service**

- a. A detailed project proposal outlining the funding goals
- b. The service area(s) (identify County and Zip Code) that the project will serve, including exemption documentation if service area is not a pre-designated rural county listed in the RFA
- c. Information on the service site location(s), service delivery type (in-person, telehealth), and the organization's community presence and engagement

- d. Details on special populations to be served and expected service delivery volume during different funding periods (first 6 months, first full year, and final year)

#### **4) Financial Plan and Sustainability**

- e. Number of years of funding requested and details on start-up costs (staff, technology, equipment)
- f. Expected operational losses for each funding period and how RHCDF funding will offset these losses
- g. Details of other funding sources (if applicable) and revenue projections
- h. Estimated break-even point and the anticipated time to achieve this
- i. Long-term sustainability plan, including additional revenue sources and strategies for maintaining service delivery beyond the grant period

#### **5) Organizational Readiness**

- j. Work completed for the proposed project (e.g., planning, hiring, infrastructure improvements)
- k. Necessary partnerships and the organization's capacity to support service delivery
- l. Staffing readiness, including status of hiring and onboarding, and the number of positions still to be filled
- m. Infrastructure readiness for the project proposal, including location, equipment, and technology, with explanations of progress or timelines for completion

#### **6) Risk and Mitigation Strategy**

- n. Identification of key risks or challenges to successful implementation
- o. Detailed mitigation strategies for each identified risk

#### **7) Self-Assessment**

- p. Applicants are required to self-assess their project, rating feasibility, sustainability, and readiness on a scale of 1-10.

#### **Workplan (Requirement 4)**

Applicants must provide a set of detailed goals and specific strategies to achieve the proposed creation or expansion of services using the designated form and Application Portal.

1. For each GOAL applicants must provide:
  - **Description:** Write 3-5 sentences detailing the goal
  - **Expected Impact:** Identify the annual impact of this goal over the period of this grant and estimate of number of services delivered as a result.
2. For each STRATEGY applicants must:
  - **Description:** Write 3-5 sentences including specific details to describe your activity and/or milestone as it relates to the identified goal above.
  - **Responsible Person:** Identify the person(s) who will be responsible for completing or responsible for overseeing the success of this activity and/or milestone.
  - **Timeline:** Identify when this activity will occur during the funding period.

Detailed Budget (Requirement 5)

Applicants must fill out the form provided in the application and provide a detailed budget breakdown and justification for how the RHCDF funds will be spent using the designated form and Application Portal. Budget details include project's anticipated expenses, operational losses, and service revenue. Please see the project expense categories to be expected below:

**Facilities** – Office Space Rental, Utilities, Furniture, Facilities Upgrade (electric, plumbing & addition), Repairs and Maintenance, Other

**IT** – Software, Hardware, EMR (Electronic Medical Record), Security system, Other

**HR** – Admin, Staff Salaries, Recruitment (Interns and preceptors, sign-on bonus, etc.), Staff Training, Office Supplies, Consultant Fees (Billing and coding, HR), Other

**Operations** – Medical Supplies, Behavioral Health Supplies/Equipment, Equipment, Accounting Fees, Insurance, Business License/Permits, Other

Financial Documents (Requirement 6):

**8) Required Financial Documents:**

- q. Statement of Financial Position (Balance Sheet)
- r. Statement of Activities (Income Statement for the last 3 months)
- s. Cash Flow Statement (for 3 months or anticipated cash flow for new organizations)
- t. Statement of Functional Expenses (Mandatory for non-profits, excluding for-profits)
- u. IRS Form 990 (Mandatory for non-profits)

Letters of Support (Optional Requirement 7)

**9) Letters of Support** (up to seven)

**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 APPENDIX**

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. Operating losses:**

The projected difference between recognized revenue and allowable costs for a funding request period.

**12. 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.

**13. Rural health care facility:**

A health care facility licensed in the state that provides inpatient or outpatient physical or behavioral health services, telehealth services for patients in New Mexico, or programmatic services in a county that has a rural population.

**14. Rural health care provider:**

An individual health professional licensed by the appropriate board, a medical or behavioral health ground transportation entity licensed by the public regulation commission, or a health facility organization licensed by the department of health to provide health care diagnosis and treatment of physical or behavioral health or programmatic services. To be awarded funding, all rural health care providers must be credentialed through Medicaid and provide services in a county that has a rural population.

**15. Start-up costs:**

The planning, development, and operation of rural health care services, including legal fees; accounting fees; costs associated with leasing equipment; property or office rental; depreciation of equipment costs; and staffing costs. "Start-up costs" cannot include the construction or purchase of land or buildings.

**APPENDIX B: Scoring Explanation**

**Introduction:** The purpose of this scoring explanation is to outline the criteria used to evaluate RHCDF proposals and provide transparency in how proposals are assessed. Each proposal is scored based on the following criteria, ensuring a fair and comprehensive evaluation process.



**1. Relevance and Alignment (20 points)**

- a. Description: Assesses how well the proposal aligns with the RHCDF's objectives and priorities.
- b. Key Considerations:
  - Clarity of the problem or need being addressed.
  - Relevance to the funding organization's mission.
  - Alignment with the specific goals and priorities of the RHCDF intent.
- c. Service Gap Area Considerations: Programs or projects that address the county's needs as outlined in the appendix will be awarded 5 additional points.

**2. Project Design and Methodology (25 points)**

- a. Description: Evaluates the soundness of the project design and the appropriateness of the proposed methods.
- b. Key Considerations:
  - Logic and feasibility of the project plan.
  - Innovation and creativity in the approach.
  - Specificity and clarity of the methodology and timeline.

**3. Impact and Outcomes (20 points)**

- a. Description: Measures the potential impact of the project and the clarity of expected outcomes.
- b. Key Considerations:
  - Anticipated short-term and long-term outcomes.
  - Evidence of potential impact on the target population or field.
  - Provide an explanation of how project(s) or programs are evidence-based.

**4. Capacity and Expertise (10 points)**

- a. Description: Assesses the organization's ability to effectively implement the project.
- b. Key Considerations:
  - Relevant experience and qualifications of the project team.
  - Organizational capacity, including resources and infrastructure.
  - Previous successes and track record in similar projects.

**5. Budget and Financial Justification (15 points)**

- a. Description: Reviews the appropriateness and transparency of the proposed budget.
- b. Key Considerations:
  - Reasonableness and clarity of budget items.
  - Justification for expenses and alignment with project goals.
  - Financial management and accountability measures.
  - Demonstrate a strong ability to accurately forecast and calculate anticipated revenues.

**6. Sustainability (25 points)**

- a. Description: Evaluates the potential for the project to sustain its impact beyond the funding period.
- b. Key Considerations:
  - Plans for long-term sustainability and continuation.
  - Strategies for securing additional funding or support.
  - Integration of the project’s outcomes into existing systems or practices.
  - Long-term financial viability.
  - Organizational capacity.
  - Market readiness, as shown by a community needs assessment, patient population projections, etc.
  - Highlight how each service meets Medicaid standards and requirements, ensuring that they are authorized and reimbursable under Medicaid programs.

**7. Scoring for Special Populations (5 points per population served)**

- a. Description: Organizations or program proposals that serve 30% or more of the following populations will receive an additional 5 points per population.
- b. Key Considerations:
  - Children in the child welfare system
  - Housing insecure or unhoused individuals
  - Justice-involved individuals
  - Tribal communities

**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
Project Design and Methodology	25
Community Impact	20
Capacity and Expertise	10
Budget and Financial Justification	20
Sustainability	25

Special Populations Served	Up to 15
Service Gap Area Considerations	5
<b>Total Potential Points</b>	<b>160</b>

**Service Area Gaps:**

1. Eligible Rural Counties:

New Mexico County	Service Type	Service Category
CATRON	Behavioral Health	Day Treatment Services
		Partial Hospital Programs
		Freestanding Psychiatric Hospitals
		Assertive Community Treatment (ACT)
		Non-Accredited Residential Treatment Center & Group Homes
		Methadone Clinics
		Accredited Residential Treatment Centers (ARTC)
		General Hospitals with psychiatric units
		Inpatient Psychiatric Hospitals
		Treatment Foster Care I & II
	Rural Health Clinics providing BH Services	
	Primary Care	Neurosurgeons
		Rheumatology
		Urology
		Endocrinology
Neurology		
CHAVES	Behavioral Health	Assertive Community Treatment (ACT)
		Day Treatment Services
		Multi-Systemic Therapy (MST)
		Indian Health Service and Tribal 638s providing BH
		Partial Hospital Programs
		Freestanding Psychiatric Hospitals
		Behavioral Management Services (BMS)
		Intensive Outpatient Services
	Accredited Residential Treatment Centers (ARTC)	
	Other	Assisted Living Facilities
Primary Care	I/T/U	
	Neurosurgeons	
CIBOLA	Behavioral Health	Partial Hospital Programs
		Day Treatment Services

		Rural Health Clinics providing BH Services
COLFAX	Behavioral Health	Day Treatment Services
		Treatment Foster Care I & II
		Partial Hospital Programs
		Multi-Systemic Therapy (MST)
		General Hospitals with psychiatric units
		Methadone Clinics
		Assertive Community Treatment (ACT)
		Freestanding Psychiatric Hospitals
		Inpatient Psychiatric Hospitals
		Non-Accredited Residential Treatment Center & Group Homes
	Other	Assisted Living Facilities
Primary Care	Rheumatology	
	Hematology/Oncology	
CURRY	Behavioral Health	Assertive Community Treatment (ACT)
		Day Treatment Services
		Freestanding Psychiatric Hospitals
		General Hospitals with psychiatric units
		Indian Health Service and Tribal 638s providing BH
		Inpatient Psychiatric Hospitals
		Methadone Clinics
		Partial Hospital Programs
		Rural Health Clinics providing BH Services
		Treatment Foster Care I & II
	Non-Accredited Residential Treatment Center & Group Homes	
	Other	Assisted Living Facilities
	Primary Care	I/T/U
Neurosurgeons		
ENT		
DEBACA	Behavioral Health	Assertive Community Treatment (ACT)
		Day Treatment Services
		Indian Health Service and Tribal 638s providing BH
		Partial Hospital Programs
		Rural Health Clinics providing BH Services
	Primary Care	I/T/U
Neurosurgeons		
EDDY	Behavioral Health	Indian Health Service and Tribal 638s providing BH
		Assertive Community Treatment (ACT)
		Multi-Systemic Therapy (MST)
		Day Treatment Services
		Partial Hospital Programs

		Freestanding Psychiatric Hospitals
		Treatment Foster Care I & II
		Methadone Clinics
		Non-Accredited Residential Treatment Center & Group Homes
		General Hospitals with psychiatric units
		Inpatient Psychiatric Hospitals
	Other	Assisted Living Facilities
	Primary Care	I/T/U
		Neurosurgeons
		Dermatology
GRANT	Behavioral Health	Accredited Residential Treatment Centers (ARTC)
		Assertive Community Treatment (ACT)
		Day Treatment Services
		Freestanding Psychiatric Hospitals
		Indian Health Service and Tribal 638s providing BH
		Methadone Clinics
		Non-Accredited Residential Treatment Center & Group Homes
		Partial Hospital Programs
		Treatment Foster Care I & II
		Behavioral Management Services (BMS)
	Rural Health Clinics providing BH Services	
	Primary Care	Endocrinology
		I/T/U
		Neurosurgeons
		Rheumatology
		Urology
GUADALUPE	Behavioral Health	Day Treatment Services
		Non-Accredited Residential Treatment Center & Group Homes
		Assertive Community Treatment (ACT)
		Methadone Clinics
	Partial Hospital Programs	
	Primary Care	Neurosurgeons
Rheumatology		
Urology		
HARDING	Behavioral Health	Day Treatment Services
		Methadone Clinics
		Assertive Community Treatment (ACT)
		Non-Accredited Residential Treatment Center & Group Homes
		General Hospitals with psychiatric units
		Partial Hospital Programs

		Treatment Foster Care I & II
	Primary Care	Rheumatology
		Neurosurgeons
		Urology
HIDALGO	Behavioral Health	Accredited Residential Treatment Centers (ARTC)
		Assertive Community Treatment (ACT)
		Day Treatment Services
		Freestanding Psychiatric Hospitals
		Methadone Clinics
		Partial Hospital Programs
		Treatment Foster Care I & II
		Indian Health Service and Tribal 638s providing BH
		Non-Accredited Residential Treatment Center & Group Homes
		Behavioral Management Services (BMS)
	Rural Health Clinics providing BH Services	
	Primary Care	Endocrinology
		Neurosurgeons
		Rheumatology
Urology		
I/T/U		
Neurology		
LEA	Primary Care	I/T/U
		Neurosurgeons
		Endocrinology
	Behavioral Health	Indian Health Service and Tribal 638s providing BH
		Partial Hospital Programs
		Freestanding Psychiatric Hospitals
		Treatment Foster Care I & II
		Methadone Clinics
		General Hospitals with psychiatric units
		Inpatient Psychiatric Hospitals
Accredited Residential Treatment Centers (ARTC)		
Behavioral Management Services (BMS)		
Assertive Community Treatment (ACT)		
LINCOLN	Behavioral Health	Assertive Community Treatment (ACT)
		Day Treatment Services
		Multi-Systemic Therapy (MST)
		Partial Hospital Programs
		Behavioral Management Services (BMS)
		Accredited Residential Treatment Centers (ARTC)
Freestanding Psychiatric Hospitals		

LOS ALAMOS	Behavioral Health	Day Treatment Services
		Rural Health Clinics providing BH Services
		Treatment Foster Care I & II
		Multi-Systemic Therapy (MST)
		Non-Accredited Residential Treatment Center & Group Homes
		Partial Hospital Programs
		Assertive Community Treatment (ACT)
		General Hospitals with psychiatric units
	Other	Assisted Living Facilities
Primary Care	RHC	
LUNA	Behavioral Health	Day Treatment Services
		Indian Health Service and Tribal 638s providing BH
		Non-Accredited Residential Treatment Center & Group Homes
		Rural Health Clinics providing BH Services
		Methadone Clinics
		Accredited Residential Treatment Centers (ARTC)
	Primary Care	I/T/U
		Urology
		Neurosurgeons
		Endocrinology
		Neurology
McKINLEY	Behavioral Health	Partial Hospital Programs
		Day Treatment Services
		Assertive Community Treatment (ACT)
		Freestanding Psychiatric Hospitals
		General Hospitals with psychiatric units
		Inpatient Psychiatric Hospitals
		Multi-Systemic Therapy (MST)
		Non-Accredited Residential Treatment Center & Group Homes
		Rural Health Clinics providing BH Services
		Methadone Clinics
	Treatment Foster Care I & II	
	Primary Care	Neurosurgeons
		Endocrinology
Dermatology		
MORA	Behavioral Health	Day Treatment Services
		Treatment Foster Care I & II
		Partial Hospital Programs
	Other	Assisted Living Facilities
OTERO	Behavioral Health	Day Treatment Services
		Non-Accredited Residential Treatment Center & Group Homes

		Multi-Systemic Therapy (MST)
		Rural Health Clinics providing BH Services
		Assertive Community Treatment (ACT)
		Intensive Outpatient Services
		Treatment Foster Care I & II
		Accredited Residential Treatment Centers (ARTC)
		Methadone Clinics
		Partial Hospital Programs
	Primary Care	Rheumatology
	QUAY	Behavioral Health
Assertive Community Treatment (ACT)		
Day Treatment Services		
Indian Health Service and Tribal 638s providing BH		
Methadone Clinics		
General Hospitals with psychiatric units		
Freestanding Psychiatric Hospitals		
Inpatient Psychiatric Hospitals		
Partial Hospital Programs		
Rural Health Clinics providing BH Services		
Treatment Foster Care I & II		
Non-Accredited Residential Treatment Center & Group Homes		
Primary Care	I/T/U	
	Neurosurgeons	
	ENT	
RIO ARRIBA	Behavioral Health	Day Treatment Services
		Treatment Foster Care I & II
		Partial Hospital Programs
		Rural Health Clinics providing BH Services
	Other	Assisted Living Facilities
Primary Care	RHC	
ROOSEVELT	Behavioral Health	Assertive Community Treatment (ACT)
		Day Treatment Services
		Freestanding Psychiatric Hospitals
		General Hospitals with psychiatric units
		Indian Health Service and Tribal 638s providing BH
		Inpatient Psychiatric Hospitals
		Methadone Clinics
		Partial Hospital Programs
		Treatment Foster Care I & II
		Rural Health Clinics providing BH Services
	Non-Accredited Residential Treatment Center & Group Homes	
	Other	Assisted Living Facilities



	Primary Care	I/T/U
		Neurosurgeons
		ENT
SAN MIGUEL	Behavioral Health	Day Treatment Services
		Partial Hospital Programs
SIERRA	Behavioral Health	Day Treatment Services
		Non-Accredited Residential Treatment Center & Group Homes
SOCORRO	Behavioral Health	Day Treatment Services
		Partial Hospital Programs
TAOS	Behavioral Health	Day Treatment Services
		Treatment Foster Care I & II
		Multi-Systemic Therapy (MST)
		Partial Hospital Programs
		Rural Health Clinics providing BH Services
		Assertive Community Treatment (ACT)
	Other	Assisted Living Facilities
TORRANCE	Behavioral Health	Day Treatment Services
		Partial Hospital Programs
		Non-Accredited Residential Treatment Center & Group Homes
		Rural Health Clinics providing BH Services
UNION	Behavioral Health	Assertive Community Treatment (ACT)
		Day Treatment Services
		Freestanding Psychiatric Hospitals
		General Hospitals with psychiatric units
		Inpatient Psychiatric Hospitals
		Methadone Clinics
		Non-Accredited Residential Treatment Center & Group Homes
		Indian Health Service and Tribal 638s providing BH
		Community Mental Health Centers
		Multi-Systemic Therapy (MST)
		Accredited Residential Treatment Centers (ARTC)
		Partial Hospital Programs
		Treatment Foster Care I & II
	Rural Health Clinics providing BH Services	
	Intensive Outpatient Services	
	Primary Care	Rheumatology
		Urology
I/T/U		
Neurosurgeons		
Endocrinology		
FQHC - PCP Only		

		Dermatology
		Orthopedics
		Hematology/Oncology
VALENCIA	Behavioral Health	Rural Health Clinics providing BH Services
		Day Treatment Services
		Partial Hospital Programs
	Primary Care	RHC

2. Other rural communities – *Applicants must submit an exemption.*

New Mexico County	Service Type	Service Category
BERNALILLO	Behavioral Health	Rural Health Clinics providing BH Services
		Non-Accredited Residential Treatment Center & Group Homes
		Day Treatment Services
		Partial Hospital Programs
	Primary Care	RHC
DONA ANA	Behavioral Health	Day Treatment Services
		Indian Health Service and Tribal 638s providing BH
		Rural Health Clinics providing BH Services
		Non-Accredited Residential Treatment Center & Group Homes
	Primary Care	I/T/U RHC
SAN JUAN	Behavioral Health	Assertive Community Treatment (ACT)
		Day Treatment Services
		Non-Accredited Residential Treatment Center & Group Homes
		Partial Hospital Programs
		Rural Health Clinics providing BH Services
		Freestanding Psychiatric Hospitals
	Behavioral Management Services (BMS)	
	Other	Assisted Living Facilities
Primary Care	RHC Endocrinology	
SANDOVAL	Behavioral Health	Rural Health Clinics providing BH Services
		Day Treatment Services
		Partial Hospital Programs
		Non-Accredited Residential Treatment Center & Group Homes
SANTA FE	Behavioral Health	Rural Health Clinics providing BH Services
		Day Treatment Services
		Treatment Foster Care I & II
		Non-Accredited Residential Treatment Center & Group Homes
		Partial Hospital Programs

Other	Assisted Living Facilities
Primary Care	RHC

**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: Sample Contract Language

*The below contract language 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 sub-contractor 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: \_\_\_\_\_ Date: \_\_\_\_\_  
HCA Chief Financial Officer

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**  
**Rural Health Care Delivery Fund Scope of Work**  
**[AWARDEE NAME]**

**Executive Summary**

[AWARDEE'S PROJECT SUMMARY WILL BE WRITTEN HERE.]

## **Workplan**

[WORKPLAN TABLE WILL BE PLACED HERE]

**Exhibit B:  
Rural Health Care Delivery Fund Contract Terms**

This Exhibit B (the "Exhibit") is attached to and forms an integral part of the Rural Health Care Delivery Fund Contract (the "Contract") entered into between [**Contractor**], hereinafter referred to as the "Recipient," and the **New Mexico Health Care Authority**, hereinafter referred to as the "Department," effective January 1, 2024. This Exhibit outlines specific terms and obligations related to the Recipient's participation in the RHCDF.

**1. Learning Collaborative Participation:**

1.1 The Recipient agrees to actively participate in a Learning Collaborative organized and facilitated by the Department. The learning collaborative aims to foster knowledge sharing, best practices, and collaborative problem-solving among recipients of RHCDF support. In this inaugural year, we will build the cadence and details of the Learning Collaborative in collaboration with Recipients.

1.2 The Recipient may be requested to connect with other Fund recipients to share their experiences, insights, and strategies related to the application process, program implementation, and overcoming challenges. These interactions will contribute to the collective learning of the rural health care community.

**2. Use of Funds:**

2.1 The funds disbursed by the Department to the Recipient shall be used solely for the purpose of defraying operating losses incurred during the facilitation of expanded health care services in rural areas, as outlined in the approved grant application.

2.2 The Recipient shall maintain accurate financial records and documentation of all expenditures related to the Department's support and shall make such records available for inspection upon request by the Department.

**3. Reporting Requirements:**

3.1 The Recipient shall submit regular progress reports to the Department, in a format specified by the Department, detailing the status of the project, outcomes achieved, and any challenges encountered.

3.2 The Recipient shall adhere to reporting timelines as specified by the Department and shall promptly notify the Department of any material changes in the project or any potential delays in achieving project milestones.

**4. Measurement of Compliance with SB7 Provisions:**

4.1 The Recipient acknowledges that compliance with the provisions of Senate Bill 7 (SB7) (or any applicable state or federal laws) is a fundamental requirement of this Contract.

4.2 The Recipient agrees to work diligently to ensure that all aspects of the project funded by the Department align with the relevant provisions of SB7, as applicable.

4.3 The Department reserves the right to request documentation and information to assess the Recipient's compliance with SB7 and other applicable laws and regulations

**5. Financial Technical Assistance:**

5.1 The Department may, at its discretion, provide financial technical assistance to the

Recipient. Such assistance may include financial planning, budget analysis, calculating expected revenue, calculating defrayed operating losses, or other related services to enhance financial stability and effectiveness in delivering health care services.

5.2 Recipient agrees to collaborate with the Department and its designated consultants or advisors in the provision of financial technical assistance and to implement recommendations made in the best interest of achieving the objectives outlined in the Contract.

**6. Miscellaneous:**

6.1 Any modifications or amendments to this Exhibit must be made in writing and signed by both parties.

6.2 This Exhibit is hereby incorporated into and made a part of the Contract, and any breach of the terms and conditions of this Exhibit shall constitute a breach of the Contract.

In witness whereof, the parties hereto have executed this Exhibit as of the Effective Date of the Contract.