HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

Rooted in New Mexico Program Administrator

(RiNM)

HEALTH CARE
AUTHORITY

RFP 27-630-1000-0006

RFP Release Date: August 7, 2026

Proposal Due Date: September 4, 2026 at 5PM MDT

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The New Mexico Health Care Authority (HCA) is issuing this Request for Proposals (RFP) to solicit competitive, sealed proposals from qualified Offerors to provide program administration and implementation support for Rooted in New Mexico (RiNM), a workforce-focused initiative within New Mexico's Rural Health Transformation (RHT) Program.

Through this RFP, HCA seeks one or more qualified Contractor(s) to serve as Rooted in New Mexico Program Administrator(s) and implementation partners. The selected Contractor(s) will support statewide workforce planning, partner coordination, stakeholder engagement, administration of HCA-approved workforce funding opportunities, performance monitoring, technical assistance, and administration of HCA-approved provider incentive and medical education site support activities. HCA may also award a separate Graduate Medical Education (GME) / Statewide GME Network Hub domain to an organization with specialized GME expertise. Offerors may apply for Domain 1, Domain 2, or both domains, as described in this RFP.

The selected Contractor(s) may be responsible for developing and administering HCA-approved competitive funding opportunities, recommending workforce investments, supporting subrecipient monitoring, and coordinating workforce development activities designed to strengthen recruitment, retention, training, education, and career pathway opportunities in rural, frontier, and Tribal communities.

RiNM is intended to build and sustain a rural, frontier, and Tribal health workforce by strengthening pathways into health careers; expanding education, training, apprenticeship, residency, and clinical learning opportunities; increasing rural training capacity; supporting workforce recruitment and retention; and advancing innovative workforce solutions that improve access to health care services in rural, frontier, and Tribal communities.

If selected for award, the Offeror's approved proposal, budget, workplan, performance measures, and sustainability plan will form the basis for the Contractor's Scope of Work under the resulting contract. Services must align with the goals and requirements of the federal RHT Program, HCA program priorities, and applicable federal and State requirements. Rooted in New Mexico is one component of New Mexico's broader Rural Health Transformation Program. Successful Offerors must demonstrate the ability to coordinate with other RHT initiatives, including Healthy Horizons, the Rural Health Innovation Fund, the Rural Health Data Hub, and the Center for Rural Health Sustainability and Innovation, as directed by HCA.

The selected Contractor(s) will support programmatic coordination and implementation under the direction and oversight of HCA. HCA retains final authority over funding opportunity approval, subaward approvals, award decisions, payment approvals, provider incentive eligibility, capital or remodel approvals, contract execution, fiscal controls, compliance determinations, enforcement, and any recoupment actions. The Contractor(s) shall not independently approve or disburse provider

incentive payments, capital/remodel funds, or other RiNM funding unless expressly authorized in the final executed contract and directed by HCA in writing.

HCA may make multiple awards, one award, or no award under this RFP. HCA may award Domain 1 and Domain 2 to separate Contractors or may award both domains to a single Contractor if determined to be in the best interest of the State. HCA reserves the right, in its sole discretion, to adjust award amounts, fund all or part of a proposal, negotiate scope and budget before award, and make awards in a manner that supports implementation readiness, workforce expertise, geographic reach, rural/frontier/Tribal impact, program priorities, funding availability, federal approval, and the best interests of the State.

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling $211,484,740.89 with 100 percent funded by CMS/HHS. The contents are those of HCA and do not necessarily represent the official views of, nor an endorsement by, CMS, HHS, or the U.S. Government.

B. BACKGROUND INFORMATION

The New Mexico Health Care Authority (HCA) administers New Mexico's Rural Health Transformation (RHT) Program, authorized under H.R. 1, Public Law 119-21, Section 71401. New Mexico's RHT Program is structured around five core initiatives:

1. Healthy Horizons: Expand specialty care, maternal health, chronic disease management, and digital health access.
2. Rooted in New Mexico: Build and retain a rural health workforce pipeline.
3. Rural Health Innovation Fund: Support implementation-focused rural health innovation projects.
4. Bridge to Resilience: Provide technical assistance services and sustainability support to rural providers.
5. Rural Health Data Hub: Strengthen analytics, transparency, and predictive planning.

Together, these initiatives are intended to improve access to care, strengthen rural health system sustainability, expand workforce capacity, improve health outcomes, and support long-term transformation of health care delivery in rural, frontier, and Tribal communities throughout New Mexico.

Rural, frontier, and Tribal communities in New Mexico face persistent challenges related to geographic isolation, workforce shortages, limited training infrastructure, limited access to specialty and behavioral health services, limited clinical education capacity, transportation barriers, and gaps in recruitment and retention. These challenges affect access to primary care, behavioral health, maternal health, dental services, emergency medical services, nursing, direct care, allied health, and other critical rural health professions.

RiNM is designed to respond to these conditions by strengthening workforce pathways, expanding training and educational opportunities, increasing rural training site capacity, supporting recruitment and retention strategies, advancing graduate medical education and clinical learning infrastructure, supporting workforce innovation, and investing in workforce development activities that improve long-term access to care in rural, frontier, and Tribal communities.

To support implementation of Rooted in New Mexico, HCA intends to engage one or more Program Administrators to coordinate workforce development activities, support stakeholder engagement, administer HCA-approved workforce funding opportunities, provide technical assistance, monitor performance, and assist with implementation of workforce investments designed to strengthen New Mexico's rural, frontier, and Tribal health workforce. Program Administrators will operate under the direction and oversight of HCA and in coordination with other Rural Health Transformation Program initiatives.

All funded activities will operate within a structured program framework that includes HCA oversight, performance monitoring, financial accountability, reporting, coordination with other RHT initiatives, stakeholder engagement, continuous improvement, and compliance with applicable federal and State requirements.

C. SCOPE OF PROCUREMENT

HCA is seeking one or more Contractor(s) to provide RiNM program administration, workforce development coordination, administration of HCA-approved workforce funding opportunities, provider incentive and medical education site support administration, and GME / Statewide GME Network Hub support services. HCA anticipates making funding available through this procurement for the following components, subject to final HCA approval, availability of funds, State priorities, federal approval, and applicable requirements:

Procurement Component	Anticipated Amount
Domain 1: RiNM Program Administration, Workforce Development Coordination, Provider Incentive, and Medical Education Site Support operating/service delivery costs	Up to $4,500,000
Domain 2: GME / Statewide GME Network Hub Administration and Support operating/service delivery costs, if awarded	Up to $2,500,000
Domain 1: Provider incentive payment pool to stand up workforce programs	$5,000,000
Domain 1: Medical education site capital/remodel support pool	$10,000,000

The term of any contract(s) awarded under this RFP shall be determined at the discretion of HCA, may begin as early as October 1, 2026, and may include optional extensions, as set forth in the final

contract(s). HCA may implement any awarded services in phases and/or in a sequence determined by HCA, based on funding, program readiness, operational considerations, and other State priorities.

HCA is not prescribing a single required staffing model, implementation model, GME network structure, provider incentive model, or medical education site support model. Offerors must propose how they will carry out the applicable domain(s), explain their implementation approach, identify expected outcomes, and explain how the work will be sustained or transitioned beyond the initial funding period.

HCA serves as the lead agency responsible for governance, strategic oversight, allocation of funds, approval of workforce funding opportunities and subawards, and federal compliance. The selected Contractor shall be responsible for implementation of the approved scope of work, management of staff and partners, budget management, reporting, documentation, and compliance with all contract requirements.

The Contractor shall remain the single point of responsibility for all services, activities, deliverables, expenditures, reporting, and compliance obligations under the resulting contract, including work performed by partners, subcontractors, vendors, consultants, or other collaborators.

D. PROCUREMENT MANAGER

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

Name	Title	Telephone	Email
Nikki Swope	Procurement Manager	505-623-1122	Nikki.Swope@hca.nm.gov

1. Any inquiries or requests regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact only the Procurement Manager regarding this procurement. Other State employees, HCA staff, contractors, consultants, or Evaluation Committee members do not have authority to respond on behalf of HCA.
2. Offerors are advised that discussions with HCA staff outside of the procurement process do not constitute official guidance regarding this RFP. Only written information issued by the Procurement Manager through an amendment, written Question and Answer document, or other official procurement communication shall be considered binding.
3. Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12 or as otherwise designated by HCA. Protests submitted or delivered to the Procurement Manager will not be considered properly submitted unless the Procurement Manager is also designated as the Protest Manager in writing.
4. Procurement materials, amendments, and official Question and Answer documents will be posted through the HCA Rural Health Transformation Program procurement portal at www.hca.nm.gov/rht and https://nmhca-rhtp.submittable.com/submit.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via HCA's electronic submission portal, Submittable. Refer to Section III.B for instructions.

Proposals must be submitted electronically through HCA's RHT Program Submittable portal: https://nmhca-rhtp.submittable.com/submit.

Offerors shall clearly identify within their proposal whether they are submitting for Domain 1, Domain 2, or both Domains. Offerors proposing on both Domains shall clearly distinguish their proposed approach, staffing, workplan, budget, and relevant experience for each Domain. HCA reserves the right to award either Domain separately or to award both Domains to a single Offeror.

HCA will not accept proposals submitted by email, facsimile, hard copy, or any method other than the designated Submittable portal, unless alternative written instructions have been issued.

Offerors are responsible for ensuring that all required fields, uploads, certifications, and attachments are complete and submitted by the proposal deadline. Submittable will timestamp each proposal upon submission. Late, incomplete, or unsubmitted proposals may be deemed non-responsive and excluded from review.

F. DEFINITION OF TERMINOLOGY

1. "Agency" means the State Purchasing Division of the General Services Department or the State Agency sponsoring this procurement.
2. "Award" means the final execution of the contract document.
3. "Budget Proposal" means the Offeror's proposed budget submitted in response to this RFP. The budget will be reviewed for completeness, reasonableness, allowability, feasibility, administrative cost limitations, and alignment with the proposed scope of work. The budget will not be evaluated as a lowest-cost or cost-competitive factor.
4. "Business Hours" means weekdays Monday through Friday 8:00 AM through 5:00 PM MST/MDT, whichever is in effect on the date given.
5. "Confidential" means confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret under applicable law. Proposed prices, rates, budget amounts, cost information, and information subject to disclosure under the New Mexico Inspection of Public Records Act shall not be designated as confidential.
6. "Contract" means any agreement for the procurement of items of tangible personal property, services, or construction.
7. "Contractor" means an Offeror selected through this RFP for Domain 1, Domain 2, or both domains.
8. "Domain 1" means RiNM Program Administration, Provider Incentive, and Medical Education Site Support.

9. "Domain 2" means Graduate Medical Education / Statewide GME Network Hub Administration and Support.
10. "Electronic Submission" means a successful submittal of an Offeror's proposal in the designated electronic system.
11. "Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.
12. "Federal Rural Health Transformation Program or RHT Program" means the CMS program authorized under H.R. 1, Public Law 119-21, Section 71401, intended to strengthen rural health care, including access, quality, workforce capacity, financial sustainability, service delivery, and long-term sustainability of rural health services.
13. "Final Award" means the point at which the final required signature on the contract resulting from this procurement has been affixed, making the contract fully executed.
14. "Finalist" means an Offeror who meets all mandatory specifications and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
15. "GME" means Graduate Medical Education, including residency development, rural training site support, accreditation-related planning, and related infrastructure.
16. "Key personnel" means individuals with primary responsibility for planning, supervision, management, administration, and execution of the work outlined in this RFP.
17. "Mandatory" means the terms must, shall, will, is required, or are required identify a mandatory item or factor.
18. "Offeror" means any person, corporation, partnership, organization, or other entity that chooses to submit a proposal.
19. "Partner" means an entity that supports implementation of an approved RiNM activity through services, coordination, referrals, shared activities, technical expertise, community engagement, matching or leveraged resources, or other contributions. A Partner may or may not receive RiNM funds. A Partner is not automatically considered a Subrecipient or Subcontractor solely by virtue of participating in the project.
20. "Program Administrator" means the entity selected through Domain 1 to support RiNM workforce strategy, stakeholder engagement, implementation planning, administration of HCA-approved workforce funding opportunities, subaward administration, technical assistance, performance monitoring, and administration of HCA-approved provider incentive and medical education site support activities as authorized in the final contract.
21. "Proposal" means all materials submitted by an Offeror in response to this RFP through Submittable, including required responses, forms, uploads, budget, workplan, performance measures, certifications, and other materials submitted through the electronic portal.

22. "Redacted" means a version of the Offeror's proposal with proprietary or confidential information blacked out but not omitted or removed.
23. "Request for Proposals or RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.
24. "Responsible Offeror" means an Offeror who submits a responsive proposal and has adequate resources, facilities, personnel, service reputation, and experience to perform the services described in the proposal.
25. "Responsive Offer" means an offer that conforms in all material respects to the requirements set forth in this RFP.
26. "RiNM" means Rooted in New Mexico, the RHT Program initiative designed to build and retain a rural health workforce pipeline in New Mexico.
27. "Rural" means the Health Resources and Services Administration definition of rural, with acknowledgement of New Mexico's frontier and remote areas and Tribal communities.
28. "Scope of Work" means the services, activities, deliverables, performance expectations, reporting requirements, and compliance requirements to be performed by the Contractor under the resulting contract.
29. "Sealed" means in terms of electronic submission, an Offeror's proposal and all accompanying documents have been completely and successfully uploaded into Submittable before the submission deadline stated in this RFP.
30. "State" means the State of New Mexico.
31. "Statement of Concurrence" means an affirmative statement from the Offeror indicating agreement to comply and concur with a requirement stated in this RFP.
32. "Subaward" means financial assistance provided by HCA, directly or through an HCA-authorized Contractor, to an eligible entity to carry out an approved Rooted in New Mexico workforce activity, project, program, or initiative. A Subaward is distinct from a procurement contract for goods or services and remains subject to HCA approval, oversight, monitoring, and applicable federal and State requirements.
33. "Subcontractor" means an entity that enters into an agreement with the Contractor to perform a portion of the approved Scope of Work or provide goods or services necessary to implement the approved RiNM activity. Use of subcontractors is subject to HCA approval and does not relieve the Contractor of responsibility for performance, reporting, expenditures, or compliance.
34. "Subrecipient" means an entity that receives a Subaward to implement an approved Rooted in New Mexico workforce activity, project, program, or initiative. Subrecipients may include health care providers, educational institutions, Tribal entities, local governments, nonprofit organizations, workforce organizations, or other eligible entities approved by HCA.

G. ADDITIONAL COST DEFINITIONS

For purposes of this RFP, the following definitions apply. HCA retains final authority to determine the classification, allowability, and approval of all proposed costs.

1. "Administrative Costs" means costs incurred for the general management, administration, oversight, and compliance of the proposed scope of work rather than for the direct delivery of approved program activities. Administrative Costs include both Direct Administrative Costs and Indirect Costs.
2. "Direct Administrative Costs" means Administrative Costs that can be specifically identified with the proposed scope of work, including personnel time and other expenses associated with project management, financial administration, procurement, compliance, general reporting, contract administration, and similar oversight or support functions.
3. "Indirect Costs" means costs incurred for a common or joint purpose that benefit more than one project, program, or organizational activity and are not readily assignable to the specific activities benefited without disproportionate effort.
4. "Direct Program Delivery Costs" means costs that directly carry out the substantive activities, services, interventions, or other approved work of the scope of work, including direct administration of approved provider incentive and medical education site support activities when authorized by HCA.
5. "Shared or Mixed-Function Costs" means costs that support both Direct Program Delivery and administrative functions. Shared or Mixed-Function Costs must be allocated between the applicable categories using a reasonable, consistent, and documented methodology.
6. "Equipment" means tangible personal property, including information technology systems, that has a useful life of more than one year and a per-unit acquisition cost equal to or greater than the lesser of the Offeror's capitalization threshold for financial statement purposes or ten thousand dollars ($10,000).
7. "Category J - Capital Expenditures and Infrastructure" means investments in existing rural health care facility buildings and infrastructure, including allowable minor building alterations or renovations and Equipment upgrades intended to support sustainable rural health care delivery. HCA retains final authority to determine whether a proposed cost is included within Category J.
8. "Medical Education Site Support Costs" means approved costs associated with strengthening rural clinical training, residency, apprenticeship, preceptorship, simulation, educational, or workforce training infrastructure, including allowable equipment, facility modifications, site-readiness activities, and other HCA-approved workforce development investments.
9. "Minor Renovation or Alteration" means a limited modification to an existing rural health care facility that is clearly linked to the approved scope of work and does not constitute new construction, building expansion, significant retrofitting, or a cosmetic upgrade.

10. "Prior Approval" means written authorization obtained before the Offeror incurs an expense or undertakes an activity requiring approval. HCA approval is required for all Equipment, Category J, Minor Renovation or Alteration, and other costs requiring approval. Some costs may also require CMS approval before they may be incurred.
11. "Provider Incentive Payments" means HCA-approved payments intended to support the establishment, expansion, or sustainability of eligible workforce development activities, training programs, residency programs, clinical education opportunities, service commitment programs, or other workforce initiatives approved by HCA.
12. "Subaward Costs" means funds provided by HCA, directly or through an HCA-authorized Contractor, to a Subrecipient for the implementation of an approved Rooted in New Mexico workforce activity, project, program, or initiative. Subaward Costs are not Contractor administrative costs and must be separately identified, tracked, monitored, and reported.
13. "Subrecipient Administrative Costs" means administrative costs incurred by a Subrecipient in carrying out an approved Subaward. Such costs are subject to any limitations established by HCA, applicable federal requirements, and the terms of the Subaward agreement.

Under the RHT Program, total Administrative Costs may not exceed ten percent (10%) of the State's total funding in any CMS Budget Period. This is a statewide limit and does not establish an automatic ten percent allowance for an individual award. HCA may establish or enforce a lower award-level limit to maintain compliance with the statewide cap.

Category J costs may not exceed twenty percent (20%) of the State's total RHT Program funding in any CMS Budget Period. This is a statewide limit and does not establish an automatic amount available to an individual Offeror. HCA may reduce, defer, or disallow proposed Category J costs based on availability of funding under the statewide limit.

H. PROCUREMENT LIBRARY

Offerors are encouraged to review the materials available through the following resources:

1. HCA Rural Health Transformation Program website: https://www.hca.nm.gov/rht/
2. HCA Rural Health Transformation Program procurement portal: https://nmhca-rhtp.submittable.com/submit
3. CMS Rural Health Transformation Program website: https://www.cms.gov/priorities/rural-health-transformation-rht-program/overview
4. CMS Rural Health Transformation Program Frequently Asked Questions: https://www.cms.gov/files/document/rural-health-transformation-frequently-asked-questions.pdf
5. CMS Standard Grant and Cooperative Agreement Terms and Conditions: https://www.cms.gov/files/document/standard-terms-conditions-fy26-12-14-2025.pdf

6. State of New Mexico Rural Health Transformation Program Application and Supporting Materials: https://www.hca.nm.gov/wp-content/uploads/State-of-New-Mexico-RHT-Program-Application-Package-Including-Attachments-and-Other-Required-Forms.pdf

   https://www.hca.nm.gov/wp-content/uploads/Approved_New-Mexico-RHT-Budget-Narrative-Revised-03.26.pdf

HCA may also post RFP materials, amendments, Questions and Answers, templates, submission instructions, and other procurement-related materials through the HCA Rural Health Transformation Program website, the procurement portal, or another location designated by HCA. Offerors are responsible for reviewing the RFP, all amendments, all written Questions and Answers, and all submission instructions issued by HCA.

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates
1. Issue RFP and Application Opens	HCA	Friday, August 7, 2026
2. Pre-Proposal Conference	HCA	Thursday, August 20, 2026 3PM – 4PM MDT
3. Deadline to submit written questions	Potential Offerors	Friday, August 21, 2026 5PM MST
4. Response to written questions	Procurement Manager	Wednesday, August 26, 2026
5. Proposal Submission Deadline	Potential Offerors	Friday, September 4, 2026 5PM MDT
6. Proposal Evaluation*	Evaluation Committee	September 8 – September 15, 2026
7. Selection of Finalists, if applicable*	Evaluation Committee	Thursday, September 17, 2026
8. Oral Presentation(s), if held*	Finalist Offerors	Thursday, September 17, 2026
9. Best and Final Offers, if requested*	Finalist Offerors	Friday, September 18, 2026
10. Contract Negotiations and Finalizations*	HCA / Finalist Offerors	September 24 – 25, 2026
11. Contract Awards*	HCA / Finalist Offerors	September 28, or as soon as possible thereafter
12. Protest Deadline*	HCA/Protesting Parties	In accordance with applicable law and procurement requirements

*Dates indicated in Events 7 through 12 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following will occur based on the dates listed in Section II.A.

1. Issue RFP: This RFP is being issued on behalf of the State of New Mexico Health Care Authority.
2. Pre-Proposal Conference: A pre-proposal conference may be held as indicated in Section II.A, Sequence of Events. Potential Offerors are encouraged to submit written questions in advance of the conference to the Procurement Manager. All questions answered during the Pre-Proposal Conference will be considered unofficial until they are posted in writing.
3. Deadline to Submit Written Questions: Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP, as indicated in Section II.A. Questions shall be clearly labeled and should cite the section or sections of the RFP that form the basis of the question.
4. Response to Written Questions: Written responses to questions will be provided as indicated in Section II.A. The Questions and Answers will be posted to the HCA Rural Health Transformation Program website, the HCA RHT Program Procurement Portal in Submittable, or another location designated by HCA.
5. Proposal Submission Deadline: At this time, only electronic proposal submission is allowed using the designated Submittable portal.
6. Proposal Evaluation: An Evaluation Committee will perform the evaluation of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by Offerors.
7. Selection of Finalists: The Evaluation Committee may select and the Procurement Manager may notify finalist Offerors as indicated in Section II.A, Sequence of Events, or as soon as possible thereafter.
8. Oral Presentations: Finalist Offerors may be required to conduct an oral presentation. Whether oral presentations will be held is at the sole discretion of the Evaluation Committee.
9. Best and Final Offers: Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Best and final offers may also be clarified and amended during oral presentations, if held.
10. Contract Negotiations and Finalization: After approval of the Evaluation Committee Report, any contractual agreement or agreements resulting from this RFP will be finalized with the most advantageous Offeror or Offerors, taking into consideration the evaluation factors set

forth in this RFP, funding availability, program priorities, implementation readiness, budget reasonableness and allowability, and the best interests of the State.

11. Contract Awards: Upon receipt of the signed contractual agreement or agreements, HCA anticipates making contract awards on the date listed in Section II.A, or as soon as possible thereafter. The award is subject to appropriate Department and State approval.
12. Protest Deadline: Any protest by an Offeror must be submitted timely and in conformance with applicable law and procurement regulations. Protests must be written and must include the name and address of the protestor, the request for proposal number, a statement of grounds for protest, supporting exhibits, and the ruling requested. HCA will identify the Protest Manager and submission address before award or in the final RFP.

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN 5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED.

Proposals must be submitted electronically through HCA's electronic procurement system, Submittable. A submission that is not fully complete and received via Submittable by the deadline will be deemed late. Proposals submitted by facsimile, email, hard copy, or other electronic means other than the designated portal will not be accepted unless HCA issues written alternative instructions.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement. Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form.
2. Incurring Cost. Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Use of Previously Acquired Information. Offerors shall not use any non-public or confidential information obtained through prior work with HCA, the RHT Program, HCA contractors, consultants, agents, or other State partners to gain an unfair competitive advantage in the preparation of their proposal.
4. Prime Contractor Responsibility. Any contractual agreement that may result from this RFP shall specify that the Contractor is solely responsible for fulfillment of all requirements of the contractual agreement. The Contractor shall operate under the direction and authority of HCA and shall remain responsible for all services, activities, deliverables, expenditures, reporting, and compliance obligations, including work performed by partners, subcontractors, vendors, consultants, or other collaborators.

5. Subcontractors, Partners, and Consent. The use of subcontractors, partners, vendors, consultants, and other collaborators is allowed when necessary to support the approved scope of work. The Contractor shall be wholly responsible for the entire performance of the contractual agreement, whether or not subcontractors, partners, vendors, consultants, or other collaborators are used. The Contractor must receive HCA approval, in writing, before adding, replacing, or materially changing the role of any subcontractor, funded partner, vendor, consultant, or other collaborator during the term of the agreement.
6. Amended Proposals. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such.
7. Offeror's Rights to Withdraw Proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals by submitting a written withdrawal request signed by the Offeror's duly authorized representative.
8. Proposal Offer Firm. Responses to this RFP, including proposal prices and budgets, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for receipt of a best and final offer, if requested.
9. Disclosure of Proposal Contents. The contents of all submitted proposals will be kept confidential until the final award has been completed by HCA. At that time, proposals and related documents may be available for public inspection, except for proprietary or confidential material protected by applicable law. Proposed prices, rates, budget amounts, or cost information shall not be designated as proprietary or confidential.
10. No Obligation. This RFP in no manner obligates the State of New Mexico or HCA to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.
11. Termination. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when HCA determines such action to be in the best interest of the State of New Mexico.
12. Sufficient Appropriation. Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations, federal funds, or authorizations do not exist.
13. Legal Review. HCA requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be submitted in writing to the Procurement Manager before the proposal deadline.
14. Governing Law. This RFP and any agreement with an Offeror resulting from this procurement shall be governed by the laws of the State of New Mexico and applicable federal requirements, including the CMS RHT Program cooperative agreement, the Notice of Award, the Notice of Funding Opportunity, 2 CFR Part 200, and any other applicable federal guidance, as amended or updated.

15. Basis for Proposal. Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for preparation of Offeror proposals.
16. Contract Terms and Conditions. The contract between HCA and a Contractor will follow the format specified by HCA and contain the terms and conditions set forth in Appendix E, Standard Contract Terms and Conditions. The contents of this RFP, as revised or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.
17. Offeror's Terms and Conditions. Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with HCA.
18. Contract Deviations. Any requested deviations from contract terms must be proposed during the procurement process and must include specific alternative language and a brief explanation of purpose and impact.
19. Offeror Qualifications. The Evaluation Committee may make such investigations as necessary to determine the ability of a potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee may reject the proposal of a potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer.
20. Right to Waive Minor Irregularities. The Evaluation Committee reserves the right to waive minor irregularities when doing so is in the best interest of the State and does not otherwise materially affect the procurement.
21. Change in Contractor Representatives. HCA reserves the right to require a change in Contractor representatives if assigned representatives are not adequately meeting the needs of HCA.
22. Notice of Penalties. The Procurement Code imposes civil, misdemeanor, and felony criminal penalties for its violation. New Mexico criminal statutes also impose penalties for bribes, gratuities, and kickbacks.
23. Agency Rights. HCA reserves the right to accept all or a portion of a potential Offeror's proposal, reject any or all proposals, request clarification, conduct discussions, request best and final offers, and make awards in the best interest of the State.
24. Right to Publish. Throughout the duration of this procurement process and any resulting contract term, Offerors and Contractors must secure prior written HCA approval before releasing any public statement, press release, publication, marketing material, presentation, report, or other information that pertains to the work or activities covered by this procurement or any resulting contract, including any use of HCA, CMS, HHS, or RHT Program names, logos, or funding references.
25. Ownership of Proposals. All documents submitted in response to the RFP shall become property of the State of New Mexico.

26. Confidentiality. Any confidential information provided to or developed by the Contractor in performance of the contract shall be kept confidential and shall not be made available to any individual or organization without prior written approval from HCA.

27. Electronic Mail Address Required. A large part of communication regarding this procurement will be conducted by email. Offeror must have a valid email address to receive correspondence.

28. Campaign Contribution Disclosure Form. Offeror must complete, sign, and return the Campaign Contribution Disclosure Form included in Appendix F as part of the proposal. Failure to complete and return the signed unaltered form may result in disqualification.

29. Letter of Transmittal. Offeror's proposal must be accompanied by a signed Letter of Transmittal Form included in Appendix G. Failure to submit a signed Letter of Transmittal Form may result in disqualification.

30. Disclosure Regarding Responsibility. Offerors must disclose information regarding debarment, suspension, criminal or civil judgments, delinquent taxes, pending or recent bankruptcy matters, pending or recent lawsuits, current investigations, or other matters required by HCA, applicable law, or federal funding requirements that may affect the Offeror's responsibility, financial stability, or ability to perform.

31. Material Changes. Offerors and Contractors must notify HCA in writing of any material change that may affect the proposal, award, contract, scope, budget, implementation timeline, partners, subcontractors, staffing, financial condition, legal status, or ability to perform. HCA may require additional documentation, revised terms, corrective action, or other action in response to a material change.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

An Offeror may submit one proposal that includes Domain 1, Domain 2, or both domains, as identified in Section I.

Electronic submission through Submittable is available at:
https://nmhca-rhtp.submittable.com/submit

Offerors must register for a Submittable account to access and submit a proposal.

Proposals in response to this RFP must be submitted through the designated electronic procurement portal only. Offerors are not required to submit a separate standalone written proposal document unless specifically requested by HCA. The proposal consists of responses, required forms, uploads, budget information, workplan information, performance measures, certifications, and other materials submitted through Submittable.

Any proposal that does not comply with the requirements of this section may be deemed non-responsive and rejected on that basis.

B. PROPOSAL CONTENT ORGANIZATION

Submission in Submittable will be organized as follows:

Initial Information (Form 1 in Submittable)

Field	Type	Required	Score Available	Notes
1. Organization Information	Text	Yes	n/a	
Organization/Offeror name	Text	Yes	n/a	Must match legal/tax records
Doing business as, if applicable	Text	No	n/a	If different from legal name
Organization type	Dropdown	Yes	n/a	Select the category that best describes the Offeror.
Legal status	Dropdown/Text	Yes	n/a	For-profit, nonprofit, public institution, State/local government entity, other
Business address	Text	Yes	n/a	

Mailing address, if applicable	Text	No	n/a	If different from business address
Federal EIN	Text	Yes	n/a	
New Mexico BTIN	Text	Yes	n/a	
Unique Entity Identifier (UEI), if available	Text	If applicable	n/a	May be required before award
Number of Employees	Text	Yes	n/a	
Primary contact details	Text	Yes	n/a	Including name, title, email, phone
2. Mandatory Business Specifications	Upload/Text/Checkbox	Yes	Pass/Fail	
2.a. Signed Letter of Transmittal (Appendix G)	Upload	Yes	Pass/Fail	Signed by authorized representative
2.b. Signed Campaign Contribution Disclosure Form (Appendix F)	Upload	Yes	Pass/Fail	Completed and signed form required
2.c. Financial Stability	Text/Upload	Yes	Pass/Fail	i. 300 words and ii. up to 15 documents
2.d. Response to Contract Terms and Conditions (Appendix E)	Checkbox	Yes	n/a	
2.e. Offeror's additional terms and conditions, if applicable	Upload	Optional	n/a	
3. RiNM Domain Selection	Checkbox	Yes	n/a	
4. Certifications	Checkbox	Yes	Pass/Fail	Response to Appendix A

Proposal Content (Form 2 in Submittable)

Section	Field or Upload	Required	Score Available	Limit

1.a. Proposal Summary	Field or Upload	Yes	n/a	600 words
2. Technical Specification	Text	Yes	500 Total Points	
2.a. References	Text	Yes	60	Provide three references for the lead Offeror using Appendix C requirements
2.b. Organizational Overview, Qualifications, Experience, and Capacity	Text	Yes	60	500 words for each sub-question (i, ii, and iii)
2c. Specifications	Text	Yes	380	Varies
i. New Mexico Workforce Connection	Text	Yes	25	500 words
ii. Workforce Challenge, Target Population, and Program Need	Text	Yes	85	900 words
iii. Domain Specific Questions <u>Domain 1</u> Part 1: Program Administration Approach Part 2: Provider Incentive and Medical Education Site Support Administration Approach OR <u>Domain 2</u> GME / Statewide GME Network Hub Approach	Text	Yes, applicable domain	180	1,000 words for each

iv. Partnerships, Subcontractors, and Local Expertise	Text	If applicable	35	600 words
v. Outcomes, Performance Measures, and Sustainability Approach	Text	Yes	55	1,000 words
3. Project Workplan	Upload	Yes	150	Major activities, milestones, timelines, responsible parties, partners, dependencies, and risks
4. Cost Proposal	Numeric fields + text responses	Yes	300	Required fields
4.a. Cost Proposal Summary	Numeric fields	Yes	75	Complete required budget table
4.b. Staffing Cost Summary	Numeric fields & text response	Yes	25	300 words
4.c. Administrative Cost Summary	Numeric fields & text response	Yes	25	300 words
4.d. CMS-Limited Cost Summary	Numeric fields & text response	Yes	25	400 words
4.e. Budget Narrative and Basis of Estimate	Text response	Yes	150	800 words; up to 5 supporting documents
5. Optional Uploads	Uploads	Optional	n/a	
5.a. Partner Letters or MOUs	Text response & Upload	Optional	n/a	Up to 15 documents and 300 words
5.b. Additional Documents	Upload	Optional	n/a	Up to 2 documents, not to exceed 10 pages each

C. PROPOSAL CONTENT DETAIL

Initial Information Form

The Initial Information Form collects basic information about the Offeror, including organization and contact information, required certifications, Mandatory Business Specifications, and the domain or domains for which the Offeror is applying. Offerors may apply for Domain 1, Domain 2, or both domains. Form 1 must be completed before the Offeror begins Form 2 for the applicable domain or domains. The information is required for administrative and eligibility purposes.

1. ORGANIZATION INFORMATION

a. *Organization/Offeror name*
b. *Doing business as, if applicable*
c. *Organization type*
d. *Legal status*
e. *Business address*
f. *Mailing address*
g. *Federal EIN*
h. *New Mexico BTIN*
i. *Unique Entity Identifier, if available*
j. *Number of Employees*
k. *Primary contact name, title, email, phone*

2. MANDATORY BUSINESS SPECIFICATIONS

The Offeror must submit all required Mandatory Business Specifications. HCA will review these materials for completeness, responsiveness, financial stability, and Offeror responsibility.

Detailed budget information may be included only in the Cost Proposal, except for summary-level budget information specifically requested elsewhere in the application.

a. Signed Letter of Transmittal

The Offeror must upload a signed Letter of Transmittal using Appendix G. The form must be signed by an individual authorized to contractually obligate the Offeror. Failure to submit a completed and signed form may result in the proposal being deemed nonresponsive.

b. Signed Campaign Contribution Disclosure Form

The Offeror must complete and upload an unaltered Campaign Contribution Disclosure Form using Appendix F. A signed form is required whether or not a reportable contribution has been made.

c. Financial Stability

The Offeror must provide all required Financial Stability materials, including pending lawsuits, bankruptcy proceedings, investigations, audited financial statements or other evidence of solvency, and any additional information requested by HCA.

i. Pending Lawsuits, Bankruptcy Proceedings, and Investigations

The Offeror must identify:

- Any pending lawsuit or bankruptcy proceeding;
- Any lawsuit or bankruptcy proceeding concluded within the past five years; and
- Any current investigation involving the Offeror, its parent organization, affiliates, or subsidiaries that may be relevant to the operation of the proposed project or the Offeror's ability to perform.

The Offeror must provide a brief description of each matter identified.

ii. Financial Statements and Evidence of Solvency

The Offeror must upload its most recent independently audited financial statements and financial statements for the preceding three years, if available. The submission must include, as applicable:

- Audit opinion;
- Balance sheet;
- Statements of income, retained earnings, and cash flows; and
- Notes to the financial statements.
- The Offeror must also provide its most recent Form 10-K, if applicable.

If independently audited financial statements are not available, the Offeror must explain why and submit sufficient alternative information demonstrating financial stability and solvency, such as internally prepared financial statements, a D&B report, or comparable documentation.

HCA may request clarification or additional information as permitted under this RFP and applicable procurement requirements.

d. Response to Contract Terms and Conditions

The Offeror must indicate whether it accepts the General Requirements and Standard Contract Terms and Conditions included in Appendix E. If the Offeror objects to any provision, it must identify the specific provision, propose alternative language, and explain the purpose and anticipated impact of the requested change.

e. Offeror's Additional Terms and Conditions

The Offeror must submit any additional terms and conditions it requests for inclusion in a resulting contract. If no additional terms and conditions are requested, the Offeror may enter "Not applicable."

3. RiNM DOMAIN SELECTION

The Offeror must identify whether it is applying for Domain 1, Domain 2, or both domains.

4. CERTIFICATIONS

Completion of certifications in Appendix A.

Proposal Content Form

The Proposal Content Form collects the proposal information required for each proposed domain, including the Proposal Summary, Technical Specification responses, Project Workplan, and Cost Proposal. A separate Form 2 is used for Domain 1 and Domain 2. Offerors applying for both domains must complete a separate Form 2 for each domain. Form 1 must be completed before beginning the applicable Form 2 or Forms.

1. PROPOSAL SUMMARY

Detailed cost information must not be included in the Proposal Summary.

a. Proposal Summary

The Offeror must provide a concise overview of the proposed RiNM approach, including the domain or domains proposed, the workforce challenge to be addressed, the proposed approach, the anticipated benefits or outcomes, and the Offeror's role in implementation.

The summary may be used in public notices, award announcements, or other communications if the Offeror is selected.

2. TECHNICAL SPECIFICATION

The Technical Specification must provide sufficient information for HCA to evaluate the Lead Offeror's qualifications and capacity, domain-specific approach, implementation readiness, anticipated outcomes, sustainability, and alignment with RiNM goals.

a. References

The Offeror must identify three organizational references for the Lead Offeror in accordance with Appendix C. References should demonstrate the Lead Offeror's relevant experience, performance under projects or contracts of similar scope or complexity, and ability to provide knowledgeable and experienced personnel.

Each identified reference will receive a notification from Submittable containing the required reference form. References must submit the completed form directly through Submittable by the application deadline.

Reference responses will become part of the Offeror’s proposal. HCA may contact references to validate the information provided.

b. Organizational Overview, Qualifications, Experience, and Capacity

The Offeror must describe its mission, governance or leadership structure, service area, experience serving rural, frontier, or Tribal communities, experience managing public funds or contracts, financial management systems and internal controls, staffing and operational capacity, and experience complying with federal or State reporting requirements.

The Offeror must respond to each of the following:

i. Organizational Overview and Capacity

Describe the organizations:

- Mission and primary services;
- Governance or leadership structure;
- Service area;
- Experience serving rural, frontier, or Tribal communities;
- Experience managing public funds or contracts;
- Financial management systems and internal controls;
- Staffing and operational capacity; and
- Experience complying with federal or State reporting requirements

ii. Relevant Organizational Experience

Describe the Offeror's experience implementing projects of similar scope or complexity, including relevant experience with one or more of the following:

- State or federal programs;
- Rural health care;
- Health systems;
- Community-based programs;
- Publicly funded initiatives; or
- Other experience directly relevant to the proposed project.

iii. Key Personnel

Identify the key personnel expected to support the project and summarize each individuals:

- Proposed role;
- Education;
- Relevant work experience;
- Applicable certifications or licenses; and
- Qualifications demonstrating the ability to perform the proposed work.

c. Specifications

i. New Mexico Workforce Connection

The Offeror must explain its connection to New Mexico's health workforce landscape, rural training infrastructure, providers, training programs, communities, and relevant implementation partners.

ii. Workforce Challenge, Target Population, and Program Need

The Offeror must describe the specific workforce challenge, rural training gap, provider capacity issue, GME need, medical education site need, or system challenge the proposed approach will address.

iii. Domain Specific Question(s)

Domain 1

Part I. Program Administration Approach: Offerors applying for Domain 1 must describe how they will support HCA with workplan development, partner coordination, stakeholder engagement, implementation tracking, reporting inputs, performance monitoring support, and administration of HCA-approved provider incentive and medical education site support activities.

Part II. Provider Incentive and Medical Education Site Support Administration Approach: Offerors applying for Domain 1 must describe how they will support HCA in developing, administering, documenting, monitoring, and reporting on provider incentive payments and medical education site capital/remodel support, including eligibility criteria, intake materials, documentation standards, milestones, recommendation processes, payment support documentation, and monitoring.

OR

Domain 2

GME / Statewide GME Network Hub Approach: Offerors applying for Domain 2 must describe how they will support rural GME expansion, residency development, rural training site coordination, accreditation-related planning, academic and clinical partner coordination, preceptor and faculty capacity, resident recruitment and rural placement, succession planning, DIO or program leadership development, and sustainability planning.

iv. Partnerships, Subcontractors, and Local Expertise

When applicable, identify each partner, subcontractor, vendor, consultant, training partner, provider, GME partner, or other collaborator involved in the proposed approach. Explain each entity's role, whether the entity will receive RiNM funds, how coordination will occur, and how the Lead Offeror will oversee performance and compliance. HCA encourages Offerors to use partners with New Mexico local expertise when needed to provide operational, administrative, specialty-specific, accreditation, or implementation capacity.

v. Outcomes, Performance Measures, and Sustainability Approach

The Offeror must describe expected outputs, outcomes, and performance measures; identify data sources, targets, and reporting frequency; and explain how the approach will create durable workforce development capacity beyond the initial contract period.

3. PROJECT WORKPLAN

The Offeror must upload a Project Workplan. The workplan must identify major project activities, milestones and timelines, responsible parties, participating partners or subcontractors, dependencies,

risks, and mitigation strategies. The workplan must align with the Technical Specification and Cost Proposal.

4. COST PROPOSAL

The Offeror must complete the required RiNM Cost Proposal materials provided through Submittable. The completed materials must include all funding requested for the applicable domain(s) and any HCA-authorized administration of provider incentive or medical education site support funding.

The Offeror must also complete the required budget narrative and basis-of-estimate responses directly in Submittable. Information entered in Submittable must be complete and consistent with the uploaded Cost Proposal materials.

a. Cost Proposal Summary

Complete the Cost Proposal Summary. Identify the funding requested by major cost category and State fiscal-year quarter. The summary must include all funding needed to implement the proposed scope and must be consistent with the Staffing Cost Summary, Administrative Cost Summary, CMS-Limited Cost Summary, and narrative responses submitted through Submittable.

b. Staffing Cost Summary

Complete the Staffing Cost Summary. Identify total Personnel costs, Fringe Benefits costs, and estimated full-time equivalent staffing by State fiscal-year quarter. Describe primary staffing roles, whether staff will be newly hired, existing, contracted, or reassigned, the assumptions used to estimate costs, and how staffing supports the proposed activities.

c. Administrative Cost Summary

Complete the Administrative Cost Summary. Separately identify Direct Administrative Costs and Indirect Costs by State fiscal-year quarter. Describe the administrative functions supported, the basis for Direct Administrative Costs, the basis for any Indirect Cost rate, the allocation of Shared or Mixed-Function Costs, and confirm that no cost is charged both directly and indirectly.

d. CMS-Limited Cost Summary

Complete the CMS-Limited Cost Summary. Identify proposed costs that may be subject to CMS limits, restrictions, or prior approval, including provider payments, equipment, Category J capital expenditures and infrastructure, minor renovations or alterations, and other CMS-limited or prior-approval costs.

e. Budget Narrative and Basis of Estimate

Complete the Budget Narrative and Basis of Estimate responses in Submittable. The response must explain how proposed costs align with the scope, implementation approach, workplan, staffing,

timeline, deliverables, performance measures, and anticipated outcomes; identify significant costs and assumptions; identify costs requiring HCA or CMS prior approval; and explain how the request avoids duplication, supplantation, or payment for costs available from another source.

Submission or evaluation of a proposed cost does not constitute approval. HCA retains final authority to classify proposed costs, determine cost allowability and reasonableness, require supporting documentation, and approve the final contract budget.

5. OPTIONAL UPLOADS

a. Partner Letters or MOUs (Optional)

Upload letters of support, memoranda of understanding, or other documentation showing existing or proposed partner involvement.

Partner letters, MOUs, or other documentation submitted with the application do not constitute HCA approval of any formal partnership, subaward, subcontract, grant, funding arrangement, scope of work, or partner role. HCA may require additional partners, partner documentation, revisions to proposed partner roles, or formal agreements at its discretion. HCA must approve any formal partnerships, funded partner arrangements, subawards, subcontracts, grants, or related scopes of work before they are established or implemented. This approval may occur before award execution, during contracting, or after contracting as part of the HCA-approved regional implementation planning process.

b. Additional Documents (Optional)

Optional submission of up to 2 documents, not to exceed 10 pages each upload.

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Rooted in New Mexico is a workforce-focused procurement. Each Offeror must propose an implementation-ready approach for the applicable domain or domains that supports New Mexico's rural, frontier, and Tribal health workforce goals.

During contract development, HCA may refine the final Scope of Work, deliverables, implementation schedule, reporting requirements, performance measures, and budget consistent with the approved proposal, available funding, applicable federal and State requirements, and program priorities.

For each selected Contractor, the approved proposal will form the basis of the final Scope of Work, including the approved domain or domains, implementation approach, workplan, budget, performance measures, reporting requirements, sustainability commitments, and any additional terms required by HCA.

The Contractor shall perform all work in accordance with HCA direction, the approved proposal, the final contract, the approved workplan, the approved budget, applicable federal and State requirements, and the requirements of the CMS Rural Health Transformation Program. HCA retains final authority over program policy, eligibility, award decisions, payment approvals, capital or

remodel approvals, fiscal controls, compliance determinations, enforcement, recoupment, and material changes to scope, budget, schedule, partners, subcontractors, or implementation approach.

A Contractor selected through this procurement shall remain the single point of responsibility for all services, activities, deliverables, expenditures, reporting, and compliance obligations under the resulting contract, including work performed by approved partners, subcontractors, vendors, consultants, or other collaborators.

B. SCOPE OF WORK

1. Domain 1: RiNM Program Administration, Provider Incentive, and Medical Education Site Support

If awarded Domain 1, the Contractor shall serve as HCA's primary program administration and implementation support partner for Rooted in New Mexico activities included in the final contract. The Contractor shall support HCA in organizing, launching, administering, documenting, monitoring, and reporting on Rooted in New Mexico workstreams.

1. Develop and maintain a comprehensive RINM implementation workplan that identifies workstreams, milestones, dependencies, deliverables, responsible parties, HCA approvals, and timelines.
2. Support HCA in establishing operational workflows for intake, review, documentation, recommendation, award support, monitoring, reporting, and closeout.
3. Maintain role and responsibility documentation for Contractor staff, approved subcontractors, approved partners, HCA-designated entities, and other implementation participants.
4. Develop and maintain implementation tracking tools, issue logs, risk logs, decision logs, action item trackers, deliverable trackers, and other project management tools required by HCA.
5. Support HCA in preparing materials for decision-making, implementation planning, partner coordination, federal reporting, leadership briefings, monitoring, and continuous improvement.
6. Coordinate with HCA-designated partners and State agencies as directed by HCA. The Contractor shall not replace the authority of any State agency, HCA program, or other implementation partner unless expressly authorized in the final contract.
7. Support alignment across RiNM activities funded through this procurement and activities advanced through other HCA-approved mechanisms.
8. Provide implementation support necessary to ensure RiNM activities are launched, tracked, documented, and monitored in a manner consistent with federal and State requirements.
9. Perform other RiNM program administration and implementation support activities reasonably related to the Scope of Work as directed by HCA.

Required deliverables may include a RiNM Program Administration Workplan; Implementation Governance and Coordination Protocol; Role, Responsibility, and Implementation Mechanism Tracker; Issue, Risk, Decision, and Action Item Logs; Monthly Status Report; Quarterly Workplan and Budget Update; federal reporting inputs as requested by HCA; and Closeout and Transition Plan.

2. Provider Incentive Payment Pool Administration

If awarded responsibility for provider incentive payment administration, the Contractor shall administer, operationalize, document, monitor, and report on an HCA-approved provider incentive

payment pool intended to support providers or training sites in standing up or expanding workforce programs.

The Contractor shall not independently approve incentive payments unless expressly authorized in the final contract and directed by HCA in writing. HCA retains final authority over incentive policy, eligibility, award decisions, payment approvals, fiscal controls, enforcement, corrective action, and recoupment.

1. Develop a Provider Incentive Administration Plan for HCA review and approval.
2. Support HCA in defining eligible provider types, eligible workforce program activities, allowable payment uses, required milestones, documentation requirements, and payment conditions.
3. Develop HCA-approved intake forms, application materials, review tools, scoring or recommendation tools if applicable, milestone templates, attestation forms, and required documentation checklists.
4. Support HCA in establishing a transparent process for receiving, reviewing, documenting, and recommending provider incentive opportunities.
5. Conduct completeness reviews of submitted materials and maintain records supporting each recommendation.
6. Prepare written recommendations for HCA review and decision, including rationale, proposed amount, proposed milestones, required documentation, and identified risks.
7. Support HCA in preparing award documentation, milestone documentation, payment support documentation, monitoring records, and closeout documentation.
8. Track provider incentive commitments, approved amounts, payment milestones, required documentation, payment status, performance status, and closeout status.
9. Monitor provider compliance with HCA-approved milestones, deliverables, reporting requirements, and documentation requirements.
10. Identify risks, delays, noncompliance, duplication, or unsupported costs and elevate issues to HCA.
11. Support HCA with corrective action, payment holds, documentation requests, or recoupment support, as directed by HCA.
12. Perform other RiNM program administration and implementation support activities reasonably related to the Scope of Work as directed by HCA.

Required deliverables may include a Provider Incentive Administration Plan; Provider Incentive Eligibility and Documentation Framework; intake and review materials; recommendation template; Incentive Award Tracker; Payment Milestone and Documentation Tracker; Provider Incentive Monitoring Report; and Provider Incentive Closeout Summary.

3. Medical Education Site Capital or Remodel Support Administration

If awarded responsibility for medical education site support administration, the Contractor shall administer, operationalize, document, monitor, and report on an HCA-approved medical education site capital or remodel support pool. This support is intended to strengthen rural medical education or clinical training site readiness and capacity.

The Contractor shall not independently approve capital, remodel, equipment, infrastructure, or site support payments unless expressly authorized in the final contract and directed by HCA in writing.

HCA retains final authority over eligibility, award decisions, capital or remodel approvals, payment approvals, fiscal controls, allowability determinations, enforcement, corrective action, and recoupment.

1. Develop a Medical Education Site Support Administration Plan for HCA review and approval.
2. Support HCA in defining eligible sites, eligible site-readiness activities, allowable capital or remodel support, documentation requirements, milestones, and approval conditions.
3. Develop HCA-approved intake forms, site assessment tools, readiness assessment tools, budget review tools, documentation checklists, and milestone templates.
4. Support HCA in determining whether proposed site support is tied to rural clinical training, GME expansion, preceptorship capacity, training site readiness, or another HCA-approved workforce purpose.
5. Review submitted materials for completeness, readiness, budget support, timeline feasibility, and alignment with HCA-approved eligibility criteria.
6. Prepare written recommendations for HCA review and decision, including proposed site support amount, proposed milestones, required documentation, implementation risks, and any known approval requirements.
7. Track approved site support commitments, required documentation, milestones, payment status, completion status, and closeout status.
8. Support HCA in documenting allowability, reasonableness, allocability, site-readiness justification, and compliance with applicable federal and State requirements.
9. Monitor implementation progress and identify delays, cost changes, documentation gaps, or performance concerns.
10. Support HCA with corrective action, payment holds, documentation requests, closeout reviews, and recoupment support, as directed by HCA.
11. Perform other RiNM program administration and implementation support activities reasonably related to the Scope of Work as directed by HCA.

Required deliverables may include a Medical Education Site Support Administration Plan; Site Eligibility and Readiness Framework; Site Assessment and Intake Materials; Budget and Documentation Review Tool; Medical Education Site Support Recommendation Template; Medical Education Site Support Tracker; Site Support Monitoring Report; and Site Support Closeout Summary.

4. Workforce Pipeline and Training Program Support

The Contractor shall support HCA in coordinating RiNM workforce pipeline and training activities included in the final contract. These activities may include early health career exposure, rural clinical rotations, apprenticeships, pre-apprenticeships, preceptorships, certification pathways, career ladders, training site development, tele-supervision, mentoring, and other HCA-approved workforce strategies.

1. Support HCA in documenting workforce pipeline workstreams, partner roles, implementation timelines, and expected outputs.

2. Coordinate with HCA-designated partners responsible for education, training, provider participation, employer engagement, clinical training, rural placement, or related workforce activities.
3. Support development of training site agreements, preceptor arrangements, cohort tracking, participant tracking, and completion tracking, as directed by HCA.
4. Support development of materials needed to track rural rotations, apprenticeships, residencies, preceptorships, certification supports, training participation, placement, and retention.
5. Identify implementation barriers related to provider participation, training site capacity, preceptor availability, participant recruitment, placement, retention, or partner readiness.
6. Support HCA in documenting and monitoring strategies to address identified workforce implementation barriers.
7. Perform other RiNM program administration and implementation support activities reasonably related to the Scope of Work as directed by HCA.

Required deliverables may include a Workforce Pipeline Support Framework; Training Site and Partner Tracker; Participant, Cohort, Completion, and Placement Tracking Template; Workforce Implementation Barrier Log; and Workforce Pipeline Progress Report.

5. Partner Coordination and Stakeholder Engagement

The Contractor shall support HCA with partner coordination and stakeholder engagement necessary to implement Rooted in New Mexico. Stakeholders may include rural providers, hospitals, clinics, educational institutions, training programs, workforce development entities, employers, community-based organizations, local governments, Tribal partners, and other entities designated by HCA.

1. Develop a Partner Coordination and Stakeholder Engagement Plan for HCA review and approval.
2. Convene or support meetings, workgroups, listening sessions, technical assistance sessions, implementation check-ins, or other coordination activities as directed by HCA.
3. Maintain meeting agendas, meeting summaries, attendance records, decision records, action items, and follow-up trackers.
4. Support HCA in documenting stakeholder input and translating relevant input into implementation considerations, technical assistance needs, risk mitigation steps, or workplan updates.
5. Support coordination among partners with overlapping responsibilities, dependencies, or shared implementation milestones.
6. Identify stakeholder concerns, implementation risks, duplication risks, and coordination gaps and elevate them to HCA.
7. Perform other RiNM program administration and implementation support activities reasonably related to the Scope of Work as directed by HCA.

Required deliverables may include a Partner Coordination and Stakeholder Engagement Plan; stakeholder meeting materials; meeting summaries and action item logs; Partner Role and Dependency Tracker; and Stakeholder Engagement Summary Report.

6. Service Commitment, Placement, and Retention Support

The Contractor shall support HCA in designing, documenting, and operationalizing service commitment, placement, and retention strategies if included in the final program design. HCA retains

final authority over service commitment terms, eligibility, enforcement, verification, corrective action, recoupment, and compliance determinations.

1. Support HCA in developing written service commitment workflows, participant documentation, verification inputs, reporting schedules, and site attestation processes.
2. Support HCA in tracking participant participation, rural placements, service commitment status, licensure status, FTE status, completion status, and retention status.
3. Support HCA in developing documentation templates and tracking processes necessary for State oversight.
4. Support HCA in identifying placement and retention barriers, including housing, relocation, supervision, preceptor support, employer engagement, burnout, community integration, and related workforce retention issues.
5. Support HCA in documenting retention strategies and implementation options for future years.
6. Perform other RiNM program administration and implementation support activities reasonably related to the Scope of Work as directed by HCA.

Required deliverables may include a Service Commitment Documentation Framework; Participant Tracking and Verification Template; Site Attestation Template; Placement and Retention Barrier Log; and Retention Strategy Summary.

7. Domain 2: GME / Statewide GME Network Hub Administration and Support

If awarded Domain 2, the Contractor shall provide specialized GME and rural training network administration and support. The Contractor shall support HCA in strengthening rural GME infrastructure, rural residency development, rural training site readiness, preceptor and faculty capacity, GME partner coordination, succession planning, and sustainability.

1. Develop a GME / Statewide GME Network Hub Implementation Plan for HCA review and approval.
2. Convene or support a statewide GME network or coordination structure, as approved by HCA.
3. Coordinate with rural residency programs, clinical training sites, academic partners, hospitals, providers, and other HCA-designated partners.
4. Support assessment of rural GME needs, rural training site readiness, preceptor and faculty capacity, and residency program development opportunities.
5. Support HCA in identifying opportunities to strengthen rural residency programs, rural rotations, specialty training pathways, preceptor development, faculty development, DIO or program leadership succession planning, and resident placement in rural communities.
6. Support development of tools, templates, and workflows to document GME needs, readiness, milestones, risks, partner roles, and sustainability considerations.
7. Support HCA in monitoring Domain 2 milestones, deliverables, outputs, and implementation risks.
8. Coordinate with Domain 1 Contractor, if separate, to align GME activities with broader RiNM implementation, provider incentive activities, medical education site support activities, performance monitoring, and reporting.
9. Perform other RiNM program administration and implementation support activities reasonably related to the Scope of Work as directed by HCA.

Required deliverables may include a GME / Statewide GME Network Hub Implementation Plan; GME Partner and Program Inventory; Rural Training Site Readiness Assessment; Preceptor and Faculty Capacity Assessment; GME Succession Planning and Leadership Development Framework; GME Network Meeting Materials and Summaries; GME Milestone and Risk Tracker; and GME Sustainability Recommendations.

8. Performance Monitoring, Reporting, and Continuous Improvement

The Contractor shall support HCA in monitoring RiNM implementation, collecting reporting inputs, tracking milestones, identifying implementation issues, documenting decisions, validating progress, and supporting continuous improvement.

1. Develop a Performance Monitoring and Reporting Plan for HCA review and approval.
2. Track required programmatic, financial, operational, and performance information.
3. Support HCA in collecting and organizing data related to workforce programs created, provider participation, training site participation, rural rotations, residencies, apprenticeships, preceptorships, cohort participation, completion, rural placement, service commitment participation, retention, tele-mentoring or tele-supervision participation, provider supply, and other HCA-approved metrics.
4. Support HCA in validating data submissions and identifying incomplete, inconsistent, or unsupported information.
5. Submit monthly or quarterly reports, as directed by HCA.
6. Support HCA in preparing CMS reporting inputs and other federal or State reporting materials.
7. Identify trends, barriers, risks, delays, and corrective action needs.
8. Support continuous improvement by recommending adjustments to workflows, documentation, engagement, monitoring, or reporting processes.

Required deliverables may include a Performance Monitoring and Reporting Plan; Monthly Progress Report; Quarterly Programmatic Report; Quarterly Financial and Budget Status Report; Performance Measure Tracker; CMS reporting inputs as requested by HCA; and Continuous Improvement Recommendations.

9. Technical Assistance and Capacity Support

The Contractor shall provide technical assistance and capacity support to HCA-designated partners, providers, training sites, or other entities participating in RiNM activities, as directed by HCA.

1. Develop technical assistance materials, guidance, templates, and tools needed to support implementation.
2. Provide technical assistance related to application or intake materials, documentation requirements, milestone reporting, workforce program design, provider incentive documentation, medical education site support documentation, GME readiness, training site readiness, reporting, and compliance.
3. Track technical assistance requests, topics, entities served, assistance provided, outputs, and follow-up needs.
4. Identify recurring technical assistance needs and recommend improvements to HCA.

Required deliverables may include a Technical Assistance Plan; technical assistance materials and templates; Technical Assistance Request and Resolution Tracker; and Technical Assistance Summary Report.

10. Closeout, Transition, and Sustainability

The Contractor shall support HCA with closeout, transition, and sustainability planning for activities included in the final contract.

1. Develop a closeout plan that identifies required reports, documentation, reconciliations, deliverables, outstanding issues, and transition steps.
2. Support HCA in documenting completed activities, remaining risks, lessons learned, sustainability options, and recommendations for future years.
3. Support transition of tools, templates, trackers, records, and work products to HCA or an HCA-designated entity.
4. Support final reconciliation of deliverables, performance information, and financial documentation.

Required deliverables may include a Closeout Plan; Final Performance Summary; Final Financial and Documentation Reconciliation Support; Sustainability and Transition Recommendations; and transfer of work products and records.

C. CONTRACTOR REQUIREMENTS

The Contractor must demonstrate the capacity to administer and support a large, multi-partner workforce initiative in compliance with federal and State requirements. The Lead Offeror must have a direct role in implementing the proposed scope and must demonstrate the capacity to manage the scope, budget, partners, subcontractors, reporting, and compliance requirements.

All proposed approaches must:

1. Address a clearly defined rural health workforce need, training gap, provider capacity issue, GME need, medical education site readiness need, or workforce system challenge.
2. Align with Rooted in New Mexico and RHT Program goals.
3. Be implementation-focused rather than limited to planning or general operating support.
4. Include a defined scope, workplan, timeline, budget, staffing approach, and deliverables.
5. Include measurable outputs and outcomes.
6. Demonstrate organizational capacity and readiness to implement the awarded domain or domains.
7. Include a reasonable and allowable budget.
8. Include a credible approach to sustainability and long-term value.
9. Avoid duplication with other RHT initiatives or existing funding sources.
10. Comply with applicable federal, State, HCA, and contract requirements.

At a minimum, the Contractor shall maintain sufficient staffing, subject matter expertise, project management capacity, fiscal management capacity, and operational infrastructure to perform the awarded domain or domains; assign qualified key personnel; maintain internal controls sufficient to support financial accountability and audit; obtain HCA written approval before material changes; and remain responsible for the work of all approved subcontractors, partners, vendors, consultants, and collaborators.

D. ALLOWABLE USES OF FUNDS

RiNM funds may be used only for costs that are necessary, reasonable, allocable, allowable, included in the HCA-approved budget, and directly related to the approved scope of work.

Allowable uses may include, as approved by HCA:

1. Contractor personnel and fringe benefits necessary to perform approved program administration, implementation support, monitoring, reporting, and technical assistance activities.
2. Approved subcontractor, consultant, vendor, or partner costs necessary to perform approved services.
3. Provider incentive payments to stand up or expand approved workforce programs, subject to HCA approval and final contract terms.
4. Medical education site capital, remodel, equipment, site-readiness, or related support, subject to HCA approval, federal requirements, and final contract terms.
5. Workforce pipeline, training, preceptor, clinical training, apprenticeship, pre-apprenticeship, residency, GME, tele-supervision, mentoring, and workforce retention support activities approved by HCA.
6. Travel necessary to carry out approved RiNM activities, subject to HCA and State travel requirements.
7. Supplies, equipment, technology, templates, tools, or materials necessary to perform approved activities.
8. Data collection, reporting, performance monitoring, evaluation support, and compliance documentation necessary for approved RiNM activities.
9. Other costs approved by HCA in the final contract or through written HCA approval.

E. FUNDING RESTRICTIONS

RiNM funds may not be used for costs that are unallowable under applicable federal or State requirements, the CMS RHT Program, the final contract, or HCA written direction.

Unless expressly approved by HCA and allowable under applicable requirements, RiNM funds may not be used for:

1. Costs not included in the HCA-approved budget or not directly related to the approved scope of work.
2. Costs incurred before the effective date of the final contract or before required HCA approval.
3. Costs that supplant existing funding or replace payment available from another source.
4. Costs reimbursable through Medicaid, Medicare, private insurance, or another payer.
5. General operating support unrelated to approved RiNM activities.
6. Lobbying, political activities, or costs prohibited by federal or State law.
7. Alcohol, entertainment, fines, penalties, bad debt, or other prohibited costs.
8. New construction, building expansion, land purchase, building purchase, significant retrofitting, cosmetic improvements, or other prohibited capital activities.
9. Capital, remodel, equipment, or site support costs that lack required HCA or CMS approval.

10. Costs that duplicate another RHT initiative, another HCA-funded activity, or another federal, State, local, Tribal, or private funding source.

F. BUDGET REQUIREMENTS

The Contractor shall maintain an HCA-approved budget organized in the format required by HCA. The budget shall distinguish Contractor operating and service delivery costs from provider incentive payment pool amounts and medical education site support pool amounts.

At a minimum, the Contractor shall:

1. Submit a detailed line-item budget and supporting cost documentation during contract development or as otherwise required by HCA.
2. Organize budget information by State fiscal-year quarter, cost category, domain, funding pool, and workstream, as directed by HCA.
3. Separately identify Contractor operating and service delivery costs, provider incentive payment pool amounts, medical education site capital or remodel support pool amounts, administrative costs, indirect costs, equipment, capital or remodel costs, and other CMS-limited or prior-approval costs.
4. Identify the basis of estimate for significant costs, unusual costs, one-time costs, variable costs, capital or remodel costs, provider incentive payments, subcontractor costs, and other costs requiring additional support.
5. Maintain documentation supporting allowability, reasonableness, allocability, procurement, payment, distribution, and performance.
6. Obtain HCA written approval before making material changes to the approved budget, cost categories, funding pools, subcontractors, partners, or major cost assumptions.
7. Submit budget updates and expenditure information in the format and timeframe required by HCA.
8. Comply with administrative cost limitations, CMS-limited cost requirements, prior approval requirements, and other applicable budget restrictions.
9. Maintain financial records and accounting sufficient to separately identify expenditures by funding source, budget category, and funding pool, as directed by HCA.

Submission or evaluation of a proposed cost does not constitute approval. HCA retains final authority to classify proposed and incurred costs, determine cost allowability and reasonableness, require supporting documentation, and approve the final project budget.

G. REPORTING AND MONITORING REQUIREMENTS

The Contractor shall submit complete, accurate, and timely reporting in the format and timeframe required by HCA. Reporting shall support HCA oversight, CMS reporting, financial accountability, performance monitoring, audit, closeout, and continuous improvement.

At a minimum, the Contractor shall submit or maintain, as directed by HCA:

1. Monthly status reports.
2. Quarterly programmatic reports.
3. Quarterly financial and budget status reports.
4. Quarterly workplan updates.

5. Provider incentive payment pool reports.
6. Medical education site support reports.
7. GME or statewide GME network hub reports, if Domain 2 is awarded.
8. Performance measure trackers.
9. Participant, cohort, completion, placement, and retention tracking information, as applicable.
10. Service commitment documentation and verification inputs, as applicable.
11. Meeting summaries, stakeholder engagement documentation, issue logs, risk logs, decision logs, and action item logs.
12. Documentation supporting payment, distribution, milestone completion, deliverable completion, allowability, and performance.
13. Federal reporting inputs, as requested by HCA.
14. Closeout materials, including final performance summary, final financial reconciliation support, final deliverable inventory, and transfer of work products.
15. The Contractor shall provide HCA, CMS, HHS, the U.S. Comptroller General, the State Auditor, and other authorized oversight entities with timely access to records, personnel, systems, and supporting documentation necessary to conduct monitoring, audits, evaluations, or other oversight activities, in accordance with applicable federal and State requirements.

HCA may conduct desk reviews, monitoring meetings, site visits, file reviews, invoice reviews, deliverable reviews, data validation, financial reviews, performance reviews, or other oversight activities. The Contractor shall cooperate with monitoring and provide requested records, documentation, explanations, corrections, and follow-up materials within the timeframe required by HCA.

H. ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

The Contractor shall comply with all applicable federal and State requirements, HCA policies, CMS RHT Program requirements, 2 CFR Part 200, the final contract, approved workplans, approved budgets, and HCA written direction.

At a minimum, the Contractor shall:

1. Maintain financial management systems and internal controls sufficient to support compliance, documentation, reporting, monitoring, audit, and closeout.
2. Maintain records supporting all costs, payments, distributions, deliverables, performance measures, decisions, approvals, monitoring activities, and closeout.
3. Protect confidential, sensitive, proprietary, protected health, personally identifiable, or otherwise restricted information in accordance with applicable law and contract requirements.
4. Comply with applicable nondiscrimination, civil rights, accessibility, privacy, confidentiality, data security, procurement, conflict-of-interest, and record retention requirements.
5. Disclose actual, potential, or perceived conflicts of interest and comply with HCA conflict-of-interest requirements.
6. Ensure approved subcontractors, partners, vendors, consultants, and collaborators comply with applicable contract, documentation, reporting, confidentiality, federal, State, and HCA requirements.

7. Obtain HCA written approval before making material changes to scope, budget, workplan, timeline, staffing, key personnel, partners, subcontractors, vendors, consultants, performance measures, or approved activities.
8. Submit corrective action plans when required by HCA. Corrective action plans must identify the issue, root cause, corrective steps, responsible parties, timeline, and monitoring approach.
9. Cooperate with HCA, CMS, State, federal, audit, monitoring, evaluation, and oversight activities.
10. Retain records in accordance with applicable federal and State requirements and the final contract.

I. PERFORMANCE STANDARDS AND REMEDIES

The Contractor shall perform all services in a professional, timely, complete, accurate, and compliant manner. HCA may evaluate performance based on the Contractor's ability to meet contract requirements, deliverable due dates, documentation requirements, reporting requirements, budget requirements, quality expectations, responsiveness standards, and performance measures.

HCA may require corrective action or apply remedies if the Contractor:

1. Fails to meet deliverable deadlines.
2. Submits incomplete, inaccurate, unsupported, or unacceptable deliverables.
3. Fails to maintain required documentation.
4. Fails to submit required reports.
5. Fails to comply with HCA written direction.
6. Fails to maintain adequate staffing or qualified personnel.
7. Fails to coordinate effectively with HCA or HCA-designated partners.
8. Fails to identify or mitigate material risks.
9. Fails to comply with approved budget, scope, workplan, or performance requirements.
10. Fails to comply with federal, State, HCA, or contract requirements.
11. Fails to cooperate with HCA, CMS, State, federal, audit, monitoring, evaluation, or oversight activities, or fails to timely provide requested records or documentation.

Available remedies may include, but are not limited to, requiring revised deliverables, requiring a corrective action plan, increasing reporting frequency, requiring additional monitoring, withholding payment, reducing payment, disallowing costs, requiring replacement of personnel, restricting future work, requiring repayment or recoupment support, or terminating the contract in accordance with the final contract and applicable law.

J. INITIAL DELIVERABLES SUMMARY

The following initial deliverables may be required, subject to the awarded domain or domains and final contract negotiations:

1. Contract Kickoff Materials.
2. RiNM Program Administration Workplan.
3. Implementation Governance and Coordination Protocol.
4. Role, Responsibility, and Implementation Mechanism Tracker.

5. Partner Coordination and Stakeholder Engagement Plan.
6. Provider Incentive Administration Plan.
7. Provider Incentive Eligibility and Documentation Framework.
8. Provider Incentive Intake, Review, Recommendation, and Monitoring Tools.
9. Medical Education Site Support Administration Plan.
10. Medical Education Site Eligibility, Readiness, Budget, and Documentation Tools.
11. Performance Monitoring and Reporting Plan.
12. Technical Assistance Plan.
13. Workforce Pipeline Support Framework.
14. Service Commitment Documentation Framework, if applicable.
15. Participant, Cohort, Completion, Placement, and Retention Tracking Templates, if applicable.
16. GME / Statewide GME Network Hub Implementation Plan, if Domain 2 is awarded.
17. GME Partner and Program Inventory, if Domain 2 is awarded.
18. Rural Training Site Readiness Assessment, if Domain 2 is awarded.
19. Preceptor and Faculty Capacity Assessment, if Domain 2 is awarded.
20. GME Succession Planning and Leadership Development Framework, if Domain 2 is awarded.
21. Monthly Status Report Template.
22. Quarterly Programmatic Report Template.
23. Quarterly Financial and Budget Status Report Template.
24. Issue, Risk, Decision, and Action Item Log Template.
25. Closeout and Transition Plan.

HCA may revise, add, remove, combine, or sequence deliverables during contract development or contract administration, provided the final requirements are consistent with this RFP, applicable procurement requirements, and HCA program needs.

V. EVALUATION

A. EVALUATION POINT SUMMARY

Proposals will be reviewed using the following evaluation framework. HCA will not evaluate proposals based on lowest cost and will not assign points for cost competitiveness. Budgets will be reviewed and scored for completeness, reasonableness, allowability, feasibility, administrative cost compliance, and alignment with the proposed scope, workplan, sustainability plan, and expected outcomes.

Evaluation Factor	Points
Business Specifications	Pass/Fail
Proposal Summary	Not Scored
Technical Specifications	500
Project Workplan	150
Cost Proposal	300

Oral Presentation, if conducted	50
Total written proposal score	950
Total with oral presentation, if conducted	1,000

B. EVALUATION FACTORS

1. Business Specifications - Pass/Fail

HCA will review required materials for completeness, responsiveness, financial stability, and Offeror responsibility. Failure to satisfy a mandatory requirement may result in the proposal being deemed nonresponsive.

2. Proposal Summary - Not Scored

The Proposal Summary will be reviewed for completeness and consistency with the proposal but will not receive evaluation points.

3. Technical Specifications - 500 Points

The Technical Specification will be evaluated based on the Lead Offeror's qualifications and capacity, the strength and feasibility of the proposed domain approach, implementation readiness, anticipated outcomes, sustainability, and alignment with RiNM goals.

a. References - 60 Points

References will be evaluated based on relevant experience and demonstrated capacity, quality and timeliness of prior performance, knowledge and staffing, communication and collaboration, administrative, financial, and compliance performance, and overall reliability.

b. Organizational Overview, Qualifications, Experience, and Capacity - 60 Points

Evaluators will consider whether the Lead Offeror demonstrates relevant organizational experience and qualifications, has experience implementing projects of similar scope or complexity, demonstrates experience serving rural, frontier, or Tribal communities, has appropriate governance, leadership, staffing, and operational capacity, demonstrates ability to manage public funds, contracts, reporting, and compliance requirements, maintains appropriate financial management systems and internal controls, and identifies key personnel with clearly defined roles.

c. Specifications - 380 Points

The RiNM Specifications will be evaluated based on the domain-specific criteria and point allocation identified in Section III.B.

4. Project Workplan - 150 Points

Evaluators will consider whether the Project Workplan includes clear and sufficiently detailed goals, activities, milestones, timelines, responsible parties, partners or subcontractors, dependencies, risks, and mitigation strategies. Evaluators will also consider whether the workplan demonstrates a feasible implementation sequence, clear accountability, alignment with the Technical Specification and Cost Proposal, and a practical structure for monitoring progress and addressing implementation challenges.

5. Cost Proposal - 300 Points

Cost Proposals will be evaluated in relation to the proposed scope. HCA will not use a lowest-cost formula or automatically assign the highest score to the proposal requesting the least funding. Evaluators will consider completeness, internal consistency, reasonableness, necessity, allowability, feasibility, cost-effectiveness, and overall value of the proposed budget.

6. Oral Presentation - 50 Points, if conducted

If oral presentations are held, evaluators may consider the Offeror's ability to clearly explain the proposed approach, implementation plan, staffing, budget, risks, performance measures, sustainability, and capacity to perform. HCA may ask questions related to any component of the proposal.

C. EVALUATION PROCESS

Phase 1: Administrative Responsiveness and Mandatory Business Specifications

HCA will review timely submitted proposals for completeness and mandatory business specifications. Proposals that do not meet mandatory requirements may be deemed nonresponsive.

Phase 2: Technical Specification Scoring

The Evaluation Committee will score Technical Specifications based on the criteria in this RFP.

Phase 3: Project Workplan Scoring

The Evaluation Committee will score the Project Workplan based on completeness, feasibility, sequencing, partner roles, risks, and alignment with the proposed scope.

Phase 4: Cost Proposal Scoring

The Evaluation Committee will score the Cost Proposal based on completeness, reasonableness, allowability, feasibility, administrative cost compliance, and alignment with the proposed scope and workplan.

Phase 5: Written Proposal Scoring and Selection of Finalists

HCA will total Technical Specification, Project Workplan, and Cost Proposal scores. The Evaluation Committee may identify Finalists for further consideration based on written proposal scores and other considerations permitted under this RFP.

Phase 6: Optional Oral Presentations

HCA may invite selected Finalists to participate in an oral presentation and question-and-answer session. If presentations are held, each Finalist may receive up to 50 additional points.

Phase 7: Best and Final Offers, if Requested

HCA may request a Best and Final Offer from selected Finalists. HCA will provide written instructions identifying the proposal components that may or must be revised.

Phase 8: Final Scoring and Evaluation Committee Recommendation

If presentations are not held, the maximum available score will be 950 points. If presentations are held, presentation scores will be added to the written proposal scores for a maximum available score of 1,000 points. The Evaluation Committee will prepare its recommendation based on the completed evaluation process.

Phase 9: Award

HCA will make award decisions based on evaluation results, funding availability, program priorities, implementation readiness, portfolio balance, budget reasonableness and allowability, and the best interests of the State.

The following appendices are incorporated into and made part of this RFP. Appendices that require completion will be made available through Submittable and must be completed and submitted in accordance with the instructions provided in the application portal and this RFP.

APPENDIX A: OFFEROR ASSURANCES AND CERTIFICATIONS

Offerors must certify compliance with all applicable federal, State, HCA, and Rural Health Transformation Program requirements. By submitting a proposal, the Offeror certifies that it is authorized to submit the proposal, accept public funds, enter into a contract with HCA, and comply with all requirements applicable to the proposed RiNM scope of work.

At a minimum, the Offeror must certify that:

- The information submitted in the proposal is true, accurate, and complete to the best of the Offeror's knowledge.
- The Offeror is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal or State programs.

- The Offeror will comply with applicable federal funding requirements, including 2 CFR Part 200, the CMS RHT Program cooperative agreement, the Notice of Award, the Notice of Funding Opportunity, and any applicable CMS, HHS, HCA, or State requirements.
- RiNM funds will be used only for allowable costs that are necessary, reasonable, allocable, included in the HCA-approved budget, and directly tied to approved activities.
- RiNM funds will not be used to supplant existing funding, provide unrestricted subsidies, or pay for costs prohibited by federal or State requirements.
- RiNM funds will not be used for services, activities, or costs that are reimbursable through Medicaid, Medicare, private insurance, or another payer, unless expressly approved by HCA and allowable under applicable requirements.
- The Offeror will maintain financial management systems, internal controls, records, and documentation sufficient to support monitoring, audit, reporting, and closeout.
- The Offeror will comply with all applicable reporting, performance measurement, financial documentation, record retention, monitoring, audit, corrective action, and closeout requirements.
- The Offeror will disclose actual, potential, or perceived conflicts of interest and will comply with all conflict-of-interest requirements applicable to this procurement and any resulting contract.
- The Offeror will ensure that any approved partners, subcontractors, vendors, consultants, or collaborators comply with applicable contract, reporting, documentation, confidentiality, federal, State, and HCA requirements.
- The Offeror will not make material changes to the approved scope, budget, workplan, timeline, partners, subcontractors, vendors, consultants, staffing, performance measures, or approved activities without prior written HCA approval.
- The Offeror understands that total Administrative Costs are subject to the applicable RHT Program limit for each CMS Budget Period and acknowledges that HCA retains final authority to classify and approve proposed costs.
- The Offeror understands that HCA may suspend, modify, reduce, or terminate funding or program activities if required by CMS, HHS, federal law, the Notice of Award, or other applicable federal requirements, and agrees to comply with any resulting HCA direction.

Other Funding and Non-Duplication Certification

By submitting a proposal, the Offeror certifies that:

- All other funding, reimbursement, donated resources, or in-kind contributions supporting the proposed scope have been disclosed in the proposal;

- RiNM funds will not duplicate or replace another available funding or reimbursement source;
- RiNM funds will not be used for services or costs reimbursable through Medicaid, Medicare, commercial insurance, or another payer, unless expressly identified and approved by HCA;
- RiNM funds will not be used to satisfy a required match or non-federal share obligation; and
- No cost charged to RiNM will also be charged to or reimbursed by another grant, contract, award, payer, or funding source.

By selecting the Certifications checkbox in the Initial Information Form in Submittable, the Offeror acknowledges that it has reviewed Appendix A and certifies its agreement with all applicable Offeror Assurances and Certifications contained in this appendix. The individual completing the certification must be authorized to make these certifications on behalf of the Offeror.

APPENDIX B: RINM COST PROPOSAL TEMPLATE

Offerors must download and complete the required RiNM Cost Proposal Template available at:

https://www.hca.nm.gov/wp-content/uploads/APPENDIX-B_RFP27-630-1000-0006_RiNMF_Cost_Proposal_Template_Final.xlsx

Selecting the URL will download the Excel workbook through the offeror's web browser. Offerors must review the workbook's Instructions tab before completing the cost proposal.

The completed workbook must be uploaded through Submittable in the Excel format provided. Offerors must not alter the workbook structure, formulas, tabs, required cost categories, or protected cells. All yellow input cells must be completed. Blue cells contain formulas or linked values and must not be overwritten. Offerors must enter zero when a required cost category does not apply.

The workbook must include all RiNM funding requested to implement and complete the proposed project from October 2026 through September 2027. Costs must be entered in the State fiscal-year quarter in which they are expected to be incurred:

SFY27 Q2: October through December 2026

SFY27 Q3: January through March 2027

SFY27 Q4: April through June 2027

SFY28 Q1: July through September 2027

The workbook includes the following tabs:

1. Cost Proposal Summary

Enter proposed costs by major cost category and State fiscal-year quarter. Personnel, Fringe Benefits, Direct Administrative Costs, and Indirect Costs will populate automatically from the corresponding summary tabs.

Proposed subrecipients and details for each individual subaward do not need to be identified at the time of proposal submission. Offerors must enter the total anticipated amount for all subawards under Subcontractor and Funded Partner Costs, allocated across the applicable State fiscal-year quarters.

2. Staffing Summary

Enter total Personnel and Fringe Benefits costs and the estimated total full-time equivalents for each quarter.

3. Administrative Summary

Separately identify Direct Administrative Costs and Indirect Costs. Administrative costs are subject to applicable RHT Program limits for each CMS budget period, and HCA may apply a lower award-level limit. The workbook will calculate the administrative cost percentage and perform consistency checks against the Cost Proposal Summary.

4. CMS-Limited Summary

Separately identify costs that may be subject to CMS limitations, restrictions, or prior-approval requirements, including Provider Payments, Equipment, Category J Capital Expenditures and Infrastructure, Minor Renovations or Alterations, Electronic Medical Record Replacement, and other CMS-limited or prior-approval costs. CMS-limited costs must also be included in the applicable category on the Cost Proposal Summary and must not be counted twice in the total funding request.

5. Supporting Documents Index

Offerors may upload up to five supporting cost documents separately through Submittable. Each supporting document must be listed on the Supporting Documents Index, including the file name, related cost category, purpose, related amount, and confirmation that the document was uploaded through Submittable. Supporting documents must not be embedded in the Excel workbook.

All required budget narratives, cost explanations, and basis-of-estimate responses must be completed directly in Submittable. Narrative responses should not be added to the workbook unless directed by HCA.

A detailed line-item budget is not required with the proposal. Offerors selected for award will be required to provide a detailed line-item budget and supporting cost documentation during contract development.

Submission or evaluation of a proposed cost does not constitute approval. HCA retains final authority to classify proposed costs, determine cost allowability and reasonableness, require supporting documentation, and approve the final contract budget.

APPENDIX C: REFERENCE REQUIREMENTS AND ORGANIZATIONAL REFERENCE QUESTIONNAIRE

A. Reference Requirements

Offerors must provide three organizational references for the Lead Offeror. References should have direct knowledge of the Lead Offeror's experience, performance, organizational capacity, and ability to perform work relevant to the proposed RiNM scope.

The Offeror must identify each organizational reference in Proposal Content Form 2 in Submittable. Each reference must complete and submit the Organizational Reference Questionnaire directly through HCA's Submittable portal by the deadline identified in Section II.A, Sequence of Events, or another deadline established by HCA in writing.

Reference questionnaires submitted by the Offeror on behalf of a reference will not be accepted unless HCA provides alternate written instructions. Completed questionnaires will become part of the Offeror's proposal and may be considered during proposal evaluation and responsibility review.

B. Organizational Reference Questionnaire

Each reference will be asked to provide the following information:

I) Reference Information
   a. Reference organization name.
   b. Reference contact name.
   c. Reference contact title.
   d. Reference contact email address.
   e. Reference contact phone number.

II) Project Overview
   a. Name of the Offeror for whom the reference is being provided.
   b. A description of the contract, grant, project, services, or other work performed by the Offeror.
   c. The dates or period during which the work was performed.
   d. The approximate dollar value of the work, if known and appropriate to disclose.

III) Reference Questionnaire

References are strongly encouraged to provide comments in response to organizational ratings. The comments you provide will help the State evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

1. Relationship and Scope of Work
   a. In what capacity have you worked with this vendor in the past?
2. Capacity, Knowledge, and Expertise
   a. How would you rate the vendor's capacity, knowledge, and expertise to perform the work? *(Rating: Excellent, Satisfactory, Unacceptable, Unacceptable.)*
3. Timeliness and Completion of Work
   a. Did the vendor complete the work on time and in accordance with applicable requirements? *(Rating: Excellent, Satisfactory, Unacceptable, Unacceptable.)*
4. Flexibility and Responsiveness to Changes

a. How would you rate the vendor's flexibility in responding to changes in project scope, timelines, priorities, or implementation needs? *(Rating: Excellent, Satisfactory, Unacceptable, Unacceptable.)*

5. Quality of Products, Deliverables, or Outcomes
    a. How satisfied were you with the products, services, deliverables, or outcomes developed by the vendor? *(Rating: Excellent, Satisfactory, Unacceptable, Unacceptable.)*
    b. With which aspect(s) of the vendor's services were you most satisfied?
    c. With which aspect(s) of the vendor's services were you least satisfied, or where could the vendor improve?
6. Administrative, Financial, and Compliance Performance
    a. If applicable, how would you rate the vendor's compliance with reporting, documentation, invoicing, budget, contract, grant, or other administrative requirements? *(Rating: Excellent, Satisfactory, Unacceptable, Unacceptable.)*
7. Vendor Personnel and Staffing
    a. Who were the vendor's principal representatives involved in your project, and how would you rate their performance?
        i. Provide the name of the of the representative and provide a rating and comment for each.
        ii. You may provide up feedback for up to 4 representatives.
8. Communication and Collaboration
    a. How would you rate the dynamics/interaction between vendor personnel and your staff? *(Rating: Excellent, Satisfactory, Unacceptable, Unacceptable.)*
    b. How would you rate the vendor's communication, responsiveness? *(Rating: Excellent, Satisfactory, Unacceptable, Unacceptable.)*
9. Performance Concerns
    a. Did your organization experience any significant performance concerns, delays, corrective action issues, unresolved disputes, or other concerns with the vendor?
10. Recommendation
    a. Would your organization work with this vendor again or recommend the vendor for similar work?
11. Additional Information
    a. Is there any additional information HCA should consider when evaluating the vendor's capacity, reliability, experience, or ability to perform the proposed RiNM project?

Deliverable	Anticipated Timing / Frequency
Initial implementation workplan and timeline	Within timeframe established by HCA after contract execution
Partner coordination and stakeholder engagement plan	Within timeframe established by HCA
Provider incentive administration materials, if applicable	Before release or use of incentive process
Medical education site support administration materials, if applicable	Before release or use of site support process
GME / Statewide GME Network Hub implementation plan, if Domain 2 is awarded	Within timeframe established by HCA
Quarterly workplans and quarterly budget updates	Quarterly or as directed by HCA
Programmatic and financial progress reports	Monthly or quarterly as directed by HCA
Issue, risk, and decision logs	Monthly or as directed by HCA
Performance monitoring and reporting inputs	As directed by HCA
Closeout, transition, and sustainability materials	Before contract closeout or as directed by HCA

APPENDIX D: RINM PROJECT WORKPLAN TEMPLATE

Offerors must download and complete the required RiNM Project Workplan Template available at:

https://www.hca.nm.gov/wp-content/uploads/APPENDIX-D_RFP27-630-1000-0006-_Workplan_Template_Final.xlsx

Selecting the URL will download the Excel workbook through the offeror's web browser. The completed workbook must be uploaded through Submittable in the Excel format provided.

The workplan must describe the Offeror's proposed activities from October 2026 through September 2027 and include:

- Project Name
- Project Description: A brief description of the proposed project.
- Project Goals: The major goals the Offeror intends to accomplish
- Tasks and Milestones: The key activities or milestones needed to accomplish each goal.
- Owner or Partner: The entity or individual responsible for each goal, task, or milestone.
- Implementation Timing: An "X" entered in each quarter during which the goal, task, or milestone will occur:

  SFY27 Q2: October through December 2026
  SFY27 Q3: January through March 2027
  SFY27 Q4: April through June 2027
  SFY28 Q1: July through September 2027

Dependencies, Risks, and Mitigation: Relevant dependencies, implementation risks, and proposed mitigation strategies, when applicable.

Offerors should use the goal rows for major project goals and the associated task rows for key activities or milestones. Line items may be added or edited as needed to accurately reflect the proposed project. Offerors must not remove required columns or otherwise alter the overall structure of the workbook.

The proposed workplan must align with the Offeror's technical proposal and cost proposal. Activities included in the workplan should be sufficiently specific to demonstrate the proposed implementation sequence, responsible parties, and anticipated timing.

The approved proposal and workplan will form the basis of the Contractor's Scope of Work. HCA may require clarification, correction, additional detail, or revisions to the workplan during contract development. HCA retains final authority to approve the project goals, activities, milestones, implementation schedule, responsible parties, and other workplan requirements.

APPENDIX E: STANDARD CONTRACT TERMS AND CONDITIONS

STATE OF NEW MEXICO

Health Care Authority

PROFESSIONAL SERVICES CONTRACT #_____

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the Agency to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated

herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

(—OR—)

(CHOICE – MULTI-YEAR)

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

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

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

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

3. Term.

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

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

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

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

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

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

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for

the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

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

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

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

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

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

13. Amendment.

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

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

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

21. New Mexico Employees Health Coverage.

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

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

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

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Agency:

[insert name, address and email].

To the Contractor:

[insert name, address and email].

25. Authority.

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

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

By: _____ Date:_____

Agency

By: _____ Date:_____

Agency's Legal Counsel – Certifying legal sufficiency

By: _____ Date:_____

Agency's Chief Financial Officer

By: _____ Date:_____

Contractor

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

ID Number: 00-000000-00-0

By: _____ Date:_____

Taxation and Revenue Department

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

By: _____ Date:_____

GSD/SPD Contracts Review Bureau

APPENDIX F: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money

or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not

required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

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

Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan Grisham and Lieutenant Governor Howie Morales

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

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

_____ _____

Signature Date

_____

Title (Position)

APPENDIX G: LETTER OF TRANSMITTAL FORM

RFP# [Insert RFP Number]

Offeror must complete, sign, and submit this form with its proposal.

Business Name: _____

Mailing Address: _____

Phone Number: _____

Federal Tax ID Number:

_____

New Mexico Business Tax ID Number:

_____

Authorized Representative Name:

_____

Authorized Representative Title:

_____

Authorized Representative Telephone:

_____

Authorized Representative Email:

_____

Subcontractors, if any:

_____

Other entities used in performance, if any:

_____

By signing below, the undersigned attests to the veracity of the information provided and acknowledges the organization's acceptance of the Conditions Governing the Procurement, Evaluation Factors, and receipt of all amendments to the RFP.

Signature: _____ Date: _____

Title: _____