

HEALTH CARE
AUTHORITY

Primary Care Expansion Request for Applications January 2026

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Primary Care Expansion Program

1.2 SYNOPSIS OF PROGRAM

This specific Request for Applications (RFA) solicits applications from eligible institutions and residency programs that seek to strengthen the primary care workforce in the state through three key strategies: (1) establishing new or expanding existing primary care Graduate Medical Education (GME) residency programs by creating new First-Year residency positions; (2) supporting the sustainability of already established primary care residency programs that are critical to maintaining access to care in underserved areas or with underserved populations; and (3) Support for the development of new primary care workforce training pathways—such as nursing, physician assistant, or dental residency programs—in partnership with organizations that currently house an established or developing primary care GME residency. These collaborations are intended to foster interdisciplinary training environments and expand access to primary care providers across professions.

1.3 PROGRAM AUTHORITY

The statutory authority for Primary Care Physician Training Expansion is found in House Bill 480, which directs the New Mexico Health Care Authority (HCA) to award funding to enable primary care GME programs to increase the number of First-Year Residency Positions. In addition, HCA has submitted a State Plan Amendment to the U.S. Centers for Medicare and Medicaid Services (CMS) and obtained approval designed to incentivize primary care GME planning, development, and payment in New Mexico.

1.4 POINT OF CONTACT

Applicants should direct all inquiries and communications concerning this RFA to HCA liaison below:
Trisstin Maroney
New Mexico Health Care Authority
Phone: (505)618-0318
Email: trisstin.maroney@hca.nm.gov

For scheduling RFA consultation or assistance please contact:
Nicole Mandall
New Mexico Primary Care Training Consortium
Phone: (706)879-1696
Email: Nmandall@nmpctc.org

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

2 AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT

2.1.1 Award Amount. The total award amount available is $1,000,000.

2.1.2 Maximum Number of Awards. The maximum number of awards is contingent on the number of applications received, requested amounts, and the amount of funding available.

2.1.3 Maximum Number Submissions. An eligible Applicant may request awards for multiple qualified residency positions in one or more eligible programs. A Sponsoring Institution should submit one application that includes all eligible residency programs for which an award is being requested.

2.1.4 Payment Terms. The Primary Care Physician Training Expansion Program is funded through state general appropriations. (Federal funding for the Program may become available pending approval). Awarded Applicants shall receive payments through HCA. HCA anticipates payments to Awarded Applicants to begin July 2026. HCA is not bound by any award estimates in the budget amounts requested in any response to this RFA.

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

Funds must be expended by the end of the Funding Period. Funding recipients shall return any unexpended funds after the end of the funding period, at the time of submission of the Final Financial Report.

2.2 PRIORITY OF FUNDING ALLOCATION

For this RFA, the Health Care Authority (HCA) may prioritize funding for applications that demonstrate a strong alignment with the following objectives:

a. **Development of New Primary Care GME Residency Programs:** Proposals that aim to develop new Graduate Medical Education (GME) residency programs in the primary care specialties of general psychiatry, family medicine, and general pediatrics.
b. **Expansion of Existing GME Programs in Underserved Areas:** Proposals that expand the number of primary care residency positions at existing programs, particularly those located in medically underserved areas (MUAs) and Health Professional Shortage Areas (HPSAs) within New Mexico.
c. **Sustainability Support for Programs Facing Structural Barriers:** Proposals from already established primary care GME residency programs that require enhanced support due to geographic isolation, limited local resources, or regulatory constraints. Priority may be given to programs housed in facilities that are ineligible for full federal GME reimbursement—such as independent psychiatric hospitals, Federally Qualified Health Centers (FQHCs), and Critical Access Hospitals (CAHs)—which often face significant challenges in sustaining their training programs despite serving high-need populations.
d. **Innovation in Interdisciplinary Primary Care Training:** Proposals that aim to develop complementary primary care training programs—such as those for nurse practitioners, physician assistants, or dental providers—in close coordination with existing or developing GME residency programs. These efforts should demonstrate how interdisciplinary education and co-location of training will enhance team-based care, improve service delivery, and build a more integrated primary care workforce pipeline.

A "GME Residency Program" is defined as a "structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty."

Physician shortages exist throughout the state, including primary care and psychiatry, and patient demand is expected to outpace the healthcare workforce supply. Thus, Primary Care Physician Training Expansion will be prioritized based on the criteria outlined below:

- Family Medicine Residency Programs: Expand an existing or establish a new Family Medicine Training Track, including rural tracks
- General Psychiatry Residency Programs: Expand an existing or establish a new General Psychiatry Training Track, including rural tracks
- General Pediatrics Residency Programs: Expand an existing or establish a new General Pediatrics Training Track, including rural tracks

Other primary care healthcare providers (when looking to establish interdisciplinary training in conjunction with an established or developing primary care GME residency program) :

- Nurse practitioner residency in any of the following specialties: FM, IM, Peds, Psych
- Pharmacy Residency
- Dental Residency
- Clinical Psychology post-doctoral internship or residency
- Social Work post-master's degree training program

Additionally, funding preferences will be given to:

- Federally Qualified Health Centers (FQHCs), Rural Health Clinics (RHCs) and Critical Access Hospitals (CAHs)
- Independent Psychiatric Hospitals or Facilities (IPHs/IPFs)

- Applicants providing services in rural communities. (Rural Health Information Hub's Am I Rural? tool can be used to help determine whether a specific location is considered rural based on various definitions of rural, including those used as eligibility criteria for federal programs, such as those administered by the Centers for Medicare & Medicaid Services and the Federal Office of Rural Health Policy).
- Applicants providing services in frontier communities. (Frontier is often defined as counties having a population density of 6 or fewer people per square mile.
- Applicants providing services in underserved populations (e.g., disparate access to primary care, poor health status, addressing health disparities, and other locally- determined concerns);
- Programs demonstrating commitment to recruit diverse New Mexican residents;
- Programs demonstrating commitment to retain residents in New Mexico post-residency; and,
- Programs providing integrated primary and behavioral health training in a primary care setting.

Consideration for funding will also look at community impact; impact on health care facilities, impact on other residencies in the area and impact on patient care

2.3 FUNDING PERIOD

The Funding Period is one-year, depending on the needs of the Applicant and availability of funds.

2.4 APPLICATION TIMELINE

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

Action	Responsible Party	Deadline
1. **Issue RFA** – This RFA is issued by HCA.	HCA	January 2, 2026
2. **RFA Informational Webinar**- Applicants interested in applying are strongly encouraged to attend the webinar.	NM Primary Care Training Consortium; HCA	January 5, 2026
3. Deadline to Apply • Current programs receiving HCA expansion funding • New programs • Current program requesting sustainability funding	HCA	Both Due: February 27, 2026 5 pm MST
4. Application Review– Applications will be reviewed by HCA Leadership. The HCA liaison may initiate discussions, at their discretion, to clarify aspects of the application. However, applications may be accepted and reviewed without such discussion.	HCA Leadership	March 2026
5. **Negotiation**- Contract will be negotiated and finalized. These dates are subject to change at the discretion of HCA. If mutually agreeable terms cannot be reached with the Awarded Applicant in the time specified, HCA reserves the right to finalize funding with a different applicant.	Awarded Program; HCA	April- June 2026
6. **Funding Start Date** - This date is subject to change at the discretion of HCA.	Awarded Program; HCA	July 1st, 2026

3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANT

Any of the entities below may apply for funds as described in this RFA:

- a New Mexico licensed hospital;
- an academic education institution;
- a new or proposed freestanding graduate medical education program;
- an established or new graduate medical education training consortium; or,
- a Federally Qualified Health Center or Rural Health Clinic; or,
- an Independent Psychiatric Hospital or Facility (IPHs/IPFs)

3.2 ELIGIBLE GME PROGRAM

An eligible GME program must meet the criteria below. The program must:

- be an existing, new, or planned, nationally accredited, non-military residency program;
- have, or intend to have, First-Year Residency Positions, as defined in Appendix F; and,
- intend to create new First-Year Positions through expansion of an existing program or establishment of a new program
- Applications requesting sustainability funding must be from established program.

4 APPLICATION SUBMISSION

APPLICATION DEADLINE: Current grantees receiving HCA expansion funding and new grantees seeking first time expansion funding from HCA are required to submit proposals by 2/27/26 5 p.m. MST

Each Application must be:

- Completed according to the guidelines outlined in this RFA.
- Submitted on the forms provided by HCA online Submittable application portal: https://newmexicohealthcareauthorityhca.submittable.com/submit/23ceb182-d02c-420c-a8d8-470398bfdc15/view
- Submitted by an authorized agent of the Applicant via email to the Point of Contact listed in Section 1.4.
- Submit on the online Submittable portal: https://newmexicohealthcareauthorityhca.submittable.com/submit/23ceb182-d02c-420c-a8d8-470398bfdc15/view

Incomplete Applications and Applications submitted to an address different from the specified email will not be accepted. No mailed, hand-delivered, or faxed Applications will be accepted.

HCA will email confirmation of Application receipt to Applicant within three business days of receipt by HCA. Applicant must consider an application not received by HCA until Applicant has received an email confirmation from HCA. If an Applicant does not receive such confirmation from HCA, contact the Point

of Contact listed in Section 1.4 immediately.

Applicant will be required to provide proof of timely submission of the Application. HCA shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by HCA or Applicant anti-virus or other security software.

5 INQUIRIES

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

6 PROGRAM BACKGROUND

In 2019, Governor Michelle Lujan Grisham enacted House Bill 480, which established the Primary Care Physician Training Expansion Program. HCA may provide funds that:

- establish new GME training programs with first year positions;
- fund unfilled, accredited first-year positions within a GME training program;
- expand the number of first-year positions within an existing GME training program;
- fund existing GME training programs; and,
- provide planning grants to GME training programs.

The law also created the GME Expansion Review Board & Advisory Group, which adopted a statewide 5-year strategic plan. In 2021, House Bill 67 established the NM Primary Care Council (PCC), which specifically calls for PCC coordination related to primary care physician training expansion as part of the PCC strategic priority to expand the primary care workforce.

For this RFA, primary care means primary care specialists who will practice in hospital or community-based primary care settings. The definition does not include programs whose graduates are trained to practice primarily in in-patient medical environments or support those that continue training as medical subspecialists.

Total funding and technical assistance can be for a term of one year. Funding amounts will be determined based upon applications received and commensurate with reasonable costs of Accreditation Council of Graduate Medical Education (ACGME) program development and pre-start operations.

7 USE OF AWARD FUNDS

7.1 ALLOWABLE COSTS

Program funds may be used to:

1) Plan for and develop new- or expand existing- Accreditation Council of Graduate Medical Education (ACGME) programs within the specified primary care specialties;
2) Plan for and develop new- or expanded interdisciplinary training program in conjunction with ACGME primary care residency program.
3) Cover staff, technical assistance, and other related costs associated with ACGME application development for new programs;
4) Fund start-up operating costs prior to launch of a new program; and,
5) Support resident salaries not included in the Medicaid Direct and Indirect GME payment calculations.
6) Support operational costs of existing programs. These funds can include, but are not limited to:
    - Funding for programs in settings not eligible for full federal GME support (e.g., FQHCs, CAHs, independent psychiatric facilities)
    - Activities that promote long-term sustainability, such as strategic planning or workforce retention efforts
    - Community engagement strategies, such as advisory councils or needs assessments
    - Protected time for teaching, supervision, and scholarly activities
    - Enhancements to electronic health records for training purposes
    - Simulation or procedural training equipment
    - Evaluation tools and data systems for tracking resident performance and outcomes
    - Establishing training partnerships in underserved or rural areas

7.2 PROHIBITED COSTS

Programs are prohibited from expending funds on the following:

- Salaries/stipends and benefits payments for residents subsidized by the military, Public Health Service, or other federal agencies.
- Salaries/stipends and benefits that are calculated at a higher pay rate than that which an individual (or similar position) normally receives at the Sponsoring Institution or participating site.
- Professional liability insurance for professional activities outside the participating residency program.

7.3 FINAL AWARD BUDGET AND CHANGE REQUESTS

7.3.1 Final Award Budget. Each GME program selected for funding shall provide HCA with a Final Award Budget detailing the uses of award funds during each year of the Funding Period. The budget must include only Primary Care Physician Training Expansion funds.

7.3.2 Budget Changes to the Other Direct Resident Costs Category. For any approved budget line-item change of greater than 10%, Funding Recipient must submit a budget revision approval

request to HCA.

7.4 LAST DAY OF EXPENDITURES

Funding must be expended by the final day of the Funding Period, unless pre-approved by HCA.

7.5 RETURN OF UNEXPENDED FUNDS

Funding recipients shall return any unexpended funds after the end of the Funding Period, at the time of submission of the Final Financial Report, unless otherwise approved by HCA.

8 SELECTION FOR FUNDING

8.1 APPLICATION SCREENING

HCA Leadership shall review Applications to determine if they adhere to the program requirements and the funding priorities. An application must meet the requirements of the RFA and be submitted with proper authorization to qualify for further consideration. HCA will notify Applicants eliminated through the screening process within 30 business days of the submission deadline.

8.2 RECOMMENDATION FOR FUNDING

HCA Leadership shall make funding recommendations to HCA Secretary, who will make the ultimate decision.

8.3 VERIFICATION OF FILLED AWARDED POSITIONS IS REQUIRED

Awarded Applicants seeking program expansion must submit verification to HCA that awarded residency positions have been filled to qualify for disbursement of awards. HCA will communicate with Awarded Applicant to collect the documents required to complete the verification process. HCA anticipates that Applicants will submit such information after the annual National Residency Matching Program (NRMP) results are released. Positions not filled during the Match or Supplemental Offer and Assistance Program (SOAP) may be filled outside the match, as allowable under the NRMP policy. HCA will accept verification for positions filled outside the Match, but verification must be received within 30 business days after the position(s) has been filled.

8.4 FAILURE TO FILL AWARDED POSITIONS

If an Awarded Applicant seeking program expansion fails to verify to HCA that the awarded staff positions have been filled, Applicant shall forfeit the award for any unverified positions.

8.5 FINAL AWARD BUDGET IS REQUIRED

A Final Award Budget must be submitted to and approved by HCA (instructions and a template for submission will be provided).

9 APPLICANT RESPONSIBILITIES

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

Applicant shall uphold a high standard of professionalism in all activities related to the Contract. This includes but is not limited to:

a) Applicants will maintain standards of ethical and professional conduct consistent with the role of a medical professional and educator. Persistent, malicious, unwelcome, severe, intentional and pervasive mistreatment of, or unprofessional conduct directed towards, collaborators and contractors shall be considered a violation of these rules and may be subject to disciplinary measures, up to and including cancellation of award.
   No HCA employee or other contractor shall be retaliated against for making a legitimate report of unprofessional conduct against a grantee. Likewise, no HCA employee or other contractor shall retaliate against a grantee for reporting unprofessional conduct.
b) Grantees are required to attend meetings as requested by HCA.
c) Grantees are required to participate in learning collaborative activities as these become available and as requested by HCA

10 APPLICATION FORMAT AND CONTENT

10.1. **APPLICATION REQUIREMENTS**

Applicants must complete the (1) Eligibility Form and, if eligible, the (2) Full Application through Submittable. Documents emailed to HCA will not be accepted.

(1) Eligibility Form (Required for All Applicants)

- Applicant organization type
- Program eligibility confirmations, including accreditation status and intent to train residents
- Attestations to program responsibilities, reporting requirements, and confirming prohibited costs
- Certification of accuracy and compliance

(2) Full Application

Section 1. Organization Information

- Organization name, mailing address, and legal status
- Primary contact information, and CEO/COO and CFO contact information

Section 2. Program Overview

- Funding request type (new applicant or renewing applicant)

- Program (new, expansion, or sustainability)
- Name of the residency or training program
- Total amount requested
- Specialty or training track(s)
- Total number of residents or trainees per year
- First-Year Residency Positions (if applicable)
- Expected enrollment timeline
- Types of program development or operational support requested
- Description of how requested support aligns with program needs
- Partner organizations and roles

Section 3. Program Proposal

- Applicants must submit a narrative appropriate to their funding request type: Long answer response questions for use of funds, funding gaps, sustainability strategy, and graduate retention. [Required for Sustainability Programs]
- A narrative of not more than 10 pages [Required for Renewal Applications, currently funded programs]
- A narrative of not more than 20 pages [Required for New Applicants]

Section 4. Workplan & Budget

- A project workplan
- A program budget aligned with the workplan
- Any supporting financial documentation, if applicable

Section 5. Required Documentation

- Letter of Commitment from organizational leadership
- Accreditation documentation
- Disclosure of any conflict of interests and a signed Campaign Contribution Disclosure form
- Acceptance of HCA contract terms (or proposed alternatives)

New grantee applications must include the following five requirements:

Requirement 1: A narrative of not more than 20 total pages (Times New Roman font, 12-point, double-spaced and one-inch margins) that captures the information requested. Each section should be clearly labeled, and pages beyond the 20-page limit will not be considered. Appendices do not count towards the 20-page limit.

Requirement 2: Applicants must submit a workplan. Applicants may use the sample workplan provided in Appendix B or submit in a different format so long as information requested is provided.

Requirement 3: A budget indicating uses of funds must be provided with the application submission. Applicants may use the template provided in Appendix C or submit a different

format so long as information requested is provided. See budget Narrative Section below.

Requirement 4: Letter of Commitment- the applicant's organizational leadership or SI leadership must fill out and sign appendix D. The letter of Commitment must be signed by the Executive Director, Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO) or an equivalent director of the applicant organization or Sponsoring Institution (SI).

All Appendices are available for download in Submittable and online HCA GME Grant Website.

Current Grantee applications must include the following five requirements:

Requirement 1: A narrative of not more than 10 pages (Times New Roman font, 12-point, double-spaced and one-inch margins) that captures the information requested. This is an abridged narrative, information on the narrative can be seen below.

Requirement 2: Applicants must submit a workplan. Applicants may use the sample workplan provided in Appendix B or submit in a different format so long as information requested is provided.

Requirement 3: A budget indicating uses of funds must be provided with the application submission. Applicants may use the template provided in Appendix C or submit a different format so long as information requested is provided. See budget Narrative Section below.

Requirement 4: Letter of Commitment- the applicant's organizational leadership or SI leadership must fill out and sign appendix D. The letter of Commitment must be signed by the Executive Director/CEO, CFO, COO or an equivalent director of the applicant organization or SI.

10.2 Current Grantee Program Narrative:

Provide a concise, high-level overview of your residency or training program, including the following elements as applicable:

Program Overview and Scope:

- Briefly describe the overall scope and focus of your program.
- Indicate when the program began or is expected to begin.
- Specify the specialty area(s) for which you are developing or expanding residency or training.
- Note whether your accreditation application(s) have been submitted. If not, provide the anticipated submission timeline.
- Explain how you intend to use the requested funds.
- Identify the specific needs, gaps, or priorities these funds will address.
- Indicate the size of the current or anticipated residency or training cohort.
- Describe progress made to date, including any accomplishments supported by previous funding rounds.
- Outline your program's mission, vision, and goals.

Challenges and Organizational Support:

- Discuss any key challenges or barriers the program has encountered.
- Comment on the adequacy of support staff and the level of commitment from organizational leadership.
- Outline leadership of the program within the organizational infrastructure

Future Direction and Sustainability:

- Describe how HCA expansion funds will contribute to further program development.
- Share strategies for retaining graduates to practice in New Mexico following completion of training.
- Address plans for sustaining program leadership and operational continuity over time.

10.3 New Grantee Program Narrative:

Briefly provide a clear description of the Applicant's efforts toward the following, if applicable:

Introduction

- Describe the community's characteristics and populations of areas where the residency and/or training program will be located.
- Describe the type of residency program(s) and/or training program(s) that the applicant will develop.
- Outline a list of potential partners in training or affiliation agreements
- Provide information on the purpose or goals of residency and/or training program development, including any special focus of the program.
- Describe the organization's patient mix including Medicaid patient percentages and any special programs and funding for serving Medicaid patients.
- Describe how the organization will recruit New Mexican residents/trainees, particularly New Mexicans representing diverse groups. Examples may include, but are not limited to, racial/ethnic minorities, medical students with a disability, medical students who identify as LGBTQ+, lower-income medical students.
- Describe how your organization will encourage residents/trainees to remain in NM, particularly in rural and/or underserved areas / populations post-residency.
- Provide details on a program leadership sustainability.

Description of Needs

1. A discussion of community needs for primary care access.

- Health priorities/disparities and social determinants of health in the community to be addressed by primary care program.
- Describe physician or healthcare worker shortages and the need for additional staff in the field for which you are applying.
- Other efforts to address health improvement and other workforce needs.

2. Organizational capacity

- Description of the applicant's health care delivery system and the specific clinical capacities of the facility(s) hosting the residency and/or training program. Include information on the organization's structure and the clinical and faculty capacity needed to

support a new residency and/or training program. For new programs, describe current staffing in the specialty being requested within the organization and within the community that would support the program. Describe plans for recruiting any additional necessary faculty/staff.

- Describe any experience your organization has had with physician and/or other healthcare worker training through rotations or other more formal training involvement.
- Describe any partnerships needed and/or available to establish or expand your program.
- Support of the current organizational leadership within the community (letters of support from community partners and/or organizations may be included as Appendices).
- Describe your level of experience leveraging private resources, Medicare and Medicaid payments or public programs, including grants and private contributions, and experience managing large grants, if applicable.
- Outline other residency and/or training programs in the community, describing the relationship between applicant's organization and other residency programs in the community.

Approach

Include a description of what stage of program development Applicant is in. Applicants may apply for any or all levels of program development from initial assessments through pre-start-up operating support. (A summary of the stages is provided below followed by more comprehensive descriptions).

Applications can be for support at any level of development. If certain stages of development have already occurred, please describe them in the narrative. Applicants should include reports, plans, proformas or budgets, and any other documents that support the funding request.

If the program is in early stages of development, it may not be necessary or feasible to respond to all developmental stages. Applicants may also apply for support for any specific costs or needs such as faculty development costs.

<u>Summary of program developmental stages:</u>

Stage 1: Planning for a Residency and/or Training Program – Needs & Assets Assessment

- Partnerships vs Independent Programs
- Collaborators / Stakeholders Involved
- Developing a new Sponsoring Institution (described below) or working with an existing Sponsoring Institution
- The degree to which the community, organization or consortium has assessed its capacity to develop an ACGME accredited physician training program and/or training program in one of the priority specialties
- To what degree has an initial financial assessment been completed
- Whether the Applicant has organizational (CEO/Board/GME Committee, if applicable) approval to proceed with residency development
- Budgeting and preparing a Proforma

Stage 2: Accreditation Application Development

- Degree to which staff and financial resources allocated to program development
- Development and Submitting of a Sponsoring Institution Application, if applicable
- Developing and Submitting a Program Application (for the Specialty Program chosen)
- Documentation and Site Visit Preparation, if applicable
- Program Letters of Agreement

Stage 3: Pre-Operations (time between program approval and beginning of residency and/or training program)

- ACGME Initial Accreditation Letter or accreditation letter from applicable entity
- Pre-Operation Support
    - Recruitment Costs
    - Faculty and Administrative Costs
    - Addressing Citations
    - Other non-construction, developmental costs

10.4 Workplan

A project workplan reflecting program stage of development, goals, and objectives identified in the abstract, budget, and narrative. The workplan should cover twelve months, and- reflect the organizational chart- include a diagram that illustrates the structure for implementing, coordinating, overseeing, and reporting on the different components of the workplan and project activities. See Appendix B for a sample Workplan to include in your application.

10.5 APPLICATION BUDGET

The Budget should tie directly to the workplan. Applicants should estimate time and effort associated with completing the workplan objective and tasks within the timeframes presented. Non-staff time would be focused on technical assistance or needs directly related to residency program development costs as opposed to health service operations. Definitions for each item in the sample budget are included in Appendix F. Applicants may add other items and eliminate those in the sample that are not relevant to the proposal or workplan.

Applicants with any existing proformas or budgets should include those documents as attachments. Budgets should incorporate costs including, but not limited to, direct costs of program implementation (e.g., resident and faculty salaries, benefits and related administrative costs, DIO, Program Director, and Program Coordinator salary, subscription, dues, and licenses). Applicants requesting support for the development of a financial statement regarding program cost should indicate such request.

10.6 REQUIRED DOCUMENTATION ATTACHMENTS

10.6.1 *Existing Residency Programs:* Documentation of current program accreditation. Provide each program's most recent accreditation letter from the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA). (Note: AOA accreditation is ending July 1, 2020. If a program is not accredited

by the ACGME by this time, it will be non-accredited).

10.6.2 *Expanding Existing Programs:* Documentation of request for and national accreditor approval of additional residency positions.

- Provide evidence of Applicant's request to- and approval from- ACGME for the increase in number of program positions. If the request and approval are for a temporary increase, provide a plan, including timetable, for obtaining national accreditor approval for a permanent increase in number of program positions.
- If a request for approval of program expansion has not been submitted to ACGME at the time of this Application, Applicant must submit a draft of the letter of request that Applicant intends to submit to the accrediting body and specify the planned date of submission. Applicant must specify the expected date of national accreditor approval for the expansion. HCA will consult with Awarded Applicants to determine by when national accreditation for the expanded program must be in effect.

10.6.3 *New Programs:* Include a timetable for establishing a new GME program and achieving accreditation from ACGME in the required workplan. Applicant must also provide documentation relating to an application in progress for program accreditation by ACGME. HCA will consult with Awarded Applicants to determine when national accreditation for the new program must be in effect.

10.7 ACCREDITATION NOTIFICATION AND REPORTING REQUIREMENTS.

10.7.1 CHANGE IN ACCREDITATION

Awardee shall notify HCA if, at any time during the funding period, the accrediting body for the awarded program revises the accreditation status to probationary or withdraws accreditation.

10.7.2 REPORTING REQUIREMENTS

For each funded program, Awarded Applicant shall electronically submit the reports listed in Sections 11.3 and 11.4. Prior to report due dates, HCA shall provide reporting instructions and, as appropriate, templates for reporting.

10.8 FINAL FINANCIAL REPORT

No later than August 31, a Final Financial Report shall be submitted electronically to HCA in a format specified by HCA. The Final Financial Report must detail the actual expenditures for the Funding Period by purpose and amount. The report must also document the unexpended balance

of expansion program funds as of July 31. The Final Financial Report must include a statement certifying expenditures and unexpended balance by the authorized representative. Primary Care Physician Training Expansion award funding must be expended by the end of the Funding Period. Funding recipients shall return any unexpended funds after the end of the Funding Period, at the time of submission of the Final Financial Report, unless otherwise approved by HCA.

11 PROVISIONS AND ASSURANCES

11.1 ACCEPTANCE OF TERMS AND CONDITIONS

The Applicant, including Awarded Applicants, must indicate their acceptance of the Terms and Conditions.

11.2 PRIME CONTRACTOR RESPONSIBILITY

Any agreement that may result from this RFA shall specify the lead organization is solely responsible for fulfillment of all requirements with HCA. HCA will make payments only to the Applicant.

No rights, interests, or obligations in a Contract resulting from this RFA shall be assigned, delegated, or subcontracted by Awarded Applicant without prior written permission of HCA. Any attempted assignment, delegation, or subcontract by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No delegation, assignment, or subcontract shall relieve Awarded Applicant of any responsibility under this RFA. Such an assignment, delegation, or subcontract may represent a breach of the award or the subsequent contract. Such an assignment, delegation, or subcontract does not remove ultimate responsibility and liability from the Awarded Applicant.

11.3 ASIGNMENT OR SUBCONTRACTING

The use of subcontractor(s) is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement if subcontractors are used. Additionally, the prime contractor must receive written approval from HCA awarding any resultant contract before any subcontractor is used during the term of this agreement.

11.4 COST OF APPLICATION PREPARATION

Any cost incurred in preparation, transmittal, and/or presentation of any application or material submitted in response to this RFA shall be borne solely by the Applicant.

11.5 APPLICATION DELIVERY AND LATE APPLICATIONS

Applications shall be “on time” if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring Application is received by HCA prior to the deadlines outlined in Section 4. HCA shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an

Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive funding under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

11.6 RIGHTS TO WITHDRAW APPLICATION

Applicants are permitted to withdraw their application at any time by submitting a signed letter indicating the request to withdraw. The letter should be emailed to HCA liaison.

11.7 RFA OFFER FIRM

Responses to this RFA will be considered firm for one hundred twenty (120) business days after the due date for receipt or ninety (90) business days after the due date for the receipt of a best and final offer, if the Applicant is invited or required to submit one.

11.8 CONFLICT OF INTEREST

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an application or termination of a Contract resulting from this RFA. If it is determined by HCA that a conflict of interest exists, Applicants may be disqualified from further consideration.

11.9 CONTRACT

11.9.1 Submission of an Application confers no rights of Applicant to an award. The issuance of this RFA does not guarantee that a Contract will ever be awarded. HCA reserves the right to amend the terms and provisions of the RFA, negotiate with applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at HCA's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. HCA may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an application.

11.9.2 Upon execution of a Contract resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant' or 'Grantee.' Likewise, the terms 'Request for Applications' and 'Application' shall have the same meaning as the term 'Contract' or 'Agreement.'

11.9.3 HCA shall not execute the Notice of Award until verification of filled positions is deemed complete by HCA staff. In addition, a Final Award Budget approved by HCA must be on file with HCA. (See Appendix E for a sample NOGA.)

11.10 PROPRIETARY INFORMATION

During the performance of a project implemented under a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of HCA. These data shall be handled in a method that concurs with federal and state regulations and guidelines; and any confidential data analysis or report shall not be disclosed to any third

party without HCA prior written consent.

Awarded Applicant shall have a system in effect to protect all data received or maintained in connection with the activities of this RFA. Awarded Applicant agrees to use its best efforts to preserve the safety, security, and integrity of the data, and to ensure the privacy and confidentiality of all data. Any disclosure or transfer of proprietary information by Awarded Applicant shall be in accordance with applicable federal or state laws.

11.11 RELEASE OF INFORMATION BY AWARDED APPLICANT

Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify HCA liaison via email prior to the publication of any information, including results, findings, or reports, regarding the activities being conducted under any Contract/Funding resulting from this RFA. Awarded Applicant shall ensure the following statements are included in any published work:

This work was supported in whole or in part by funding from the New Mexico Health Care Authority (HCA). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policy of HCA.

Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Funding resulting from this RFA, Awarded Applicant shall notify HCA, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify HCA immediately after concluding the communication with the news media.

Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Funding resulting from this RFA, Awarded Applicant shall notify HCA before communicating with news media. Any written publication shall be sent electronically to HCA.

11.12 RELEASE OF APPLICATION INFORMATION BY HCA

11.12.1 *Public Information Act.* Awarded Applicant understands and acknowledges that as a state agency, HCA is subject to the provisions of the Inspection of Public Records Act (IPRA) (Chapter 14, Article 2 NMSA 1978). Awarded Applicant will cooperate with HCA in the production of documents responsive to any such requests under IPRA. Awarded Applicant is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under IPRA, available in a format that is accessible by the public at no additional charge to the state. This RFA, Awarded Applicant's Application, any funding awarded to the Applicant, and all data and other information generated or otherwise obtained in its performance may be subject to IPRA. To the extent Awarded Applicant is subject to IPRA, Awarded Applicant will notify HCA's General Counsel within 24 hours of receipt of any third-party requests for information it receives relating to this Agreement.

Application becomes part of the Contract. Therefore, such information is subject to disclosure under IPRA, unless an exception under IPRA is applicable.

11.12.2 Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in **boldface** type at least 14-point font. Additionally, Applicant shall state the specific reason(s) an exception from IPRA is being claimed concurrently with the original submission of the proprietary information.

11.12.3 If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Contract is awarded. The production of any material under the Contract shall not have the effect of violating or causing HCA to violate any law, including IPRA.

11.12.4 All submitted Applications become the property of HCA after RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's

11.13 AMENDMENT

Any amendment or change to the Contract which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and HCA. None of the parties to the Contract will be bound by any oral statements, agreements, or representations contrary to the written Contract requirements and terms and conditions.

11.14 TERMINATION

This RFA may be canceled at any time and any and all plans 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. Any instance of Awarded Applicant noncompliance shall constitute a material breach. HCA may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, HCA may exercise any and all rights as may be available to it by law or in equity.

11.14.1 Interpretation. As consistent with applicable law, the Contract may be terminated if federal or state laws or other requirements or a judicial interpretation renders continued fulfillment of the Contract on the part of either party unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by HCA to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. HCA reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Funding Period to incorporate any modifications necessary for HCA's compliance with all applicable state and

federal laws, rules, regulations, requirements, and guidelines.

11.14.2 Effect of Termination. As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue all Services affected (unless the

notice directs otherwise), refund partially or fully all funding proceeds in accordance with written notice, and shall deliver or otherwise make available to HCA, a summary of work products developed by Awarded Applicant under the Contract, whether completed or in process.

Upon any termination, all indemnities, including without limitation those set forth in the Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Contract for any reason whatsoever and shall remain in full force and effect. HCA shall be liable to Awarded Applicant for that portion of the Services authorized by HCA and which have been completed prior to the effective date of termination, if HCA shall not be liable for any work performed that is not acceptable to HCA and/or does not meet Contract requirements.

11.14.3 In the event of termination, HCA reserves the right to negotiate a Contract based on another Applicant's submission if it is in the state's best interest.

11.15 NOTICE

11.15.1 *Form of Notice*. All notices and other communications regarding this Agreement shall be in writing.

11.15.2 *Method of Notice*. All notices must be given (1) by personal delivery; (2) by an express courier (with confirmation); (3) mailed by registered or certified mail (return receipt requested). (4) facsimile; or (5) electronic mail to the parties at the address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
11.15.3 *Receipt of Notice*. A notice in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

11.15.4 HCA shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by HCA's or Applicant's anti-virus or other security software.

11.16 LIABILITY AND INDEMNIFICATION

11.16.1 Neither HCA's review, approval, or acceptance of, nor payment for any of the services provided hereunder shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the work required by the Contract.

11.16.2 HCA shall have no liability except as specifically provided by law.

11.16.3 Sovereign Immunity. HCA and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between HCA and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the New Mexico Constitution and the Laws of the State of New Mexico; (2) to extend liability to HCA or Awarded Applicant beyond such liability provided for in the New Mexico Constitution and state

laws; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

11.17 INDEMNIFICATION

11.17.1 Acts or Omissions. Awarded Applicant shall indemnify and hold harmless the State of New Mexico and HCA AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from, any acts or omissions of the Awarded Applicant or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY FUNDING RECIPIENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN NEW MEXICO STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE FUNDING RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FUNDING RECIPIENT AND HCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.17.2 Infringements.
11.17.3 Awarded Applicant shall indemnify and hold harmless the State of New Mexico, HCA AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third-party claims involving infringement of United States patents, copyrights, trade, and service marks, and other intellectual or intangible property rights regarding the PERFORMANCES OR ACTIONS OF FUNDING RECIPIENT PURSUANT TO THIS AGREEMENT. FUNDING RECIPIENT AND HCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. FUNDING RECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY FUNDING RECIPIENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN NEW MEXICO STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND FUNDING RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

11.17.4 Awarded Applicant shall have no liability under this section if the alleged infringement is caused in whole or in part by: (1) use of the product or service for a purpose or in a manner for which the product or service was not designed; (2) any modification made to the product without Awarded Applicant's written approval; (3) any modifications made to the product by the Awarded Applicant pursuant to HCA's specific instructions; (4) any intellectual property right owned by or licensed HCA; or, (5) any use of the product or service by HCA that is not in conformity with the terms of any applicable license agreement.

11.17.4.1 If Awarded Applicant becomes aware of an actual or potential claim, or HCA provides Awarded Applicant with notice of an actual or potential claim, Awarded Applicant may (or in the case of an injunction against HCA, shall), at Awarded Applicant's sole option and expense:
(1) procure for HCA the right to continue to use the affected portion of the product or service; or,

(2) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that HCA's use is non-infringing.

11.17.5 Taxes/ Workers' Compensation/Unemployment Insurance – Including Indemnity.

11.17.5.1 FUNDING RECIPIENT AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. HCA AND/OR THE STATE SHALL NOT BE LIABLE TO THE FUNDING RECIPIENT, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

11.17.5.2 FUNDING RECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS HCA, THE STATE OF NEW MEXICO AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. FUNDING RECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY FUNDING RECIPIENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN NEW MEXICO STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND FUNDING RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.FUNDING RECIPIENT AND HCA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.18 INSURANCE

Awarded Applicant agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect HCA from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Awarded Applicant's obligations under the Agreement. Awarded Applicant represents and warrants that it will, within five (5) business days of receiving HCA's request, provide HCA with current certificates of insurance or other proof acceptable to HCA of the following insurance coverage:

Standard Workers Compensation Insurance in accordance with the following statutory limits covering all personnel who will provide work under this Agreement: Employers Liability: Each Accident $1,000,000, Disease- Each Employee $1,000,000, Disease-Policy Limit $1,000,000.

Commercial General Liability: Occurrence based: Bodily Injury and Property Damage, each occurrence limit: $1,000,000; Aggregate limit: $2,000,000; Medical Expense each person: $5,000; Personal Injury and Advertising Liability: $1,000,000; Products /Completed Operations Aggregate Limit: $2,000,000; Damage to Premises Rented to You: $50,000.

Awarded Applicant represents and warrants that all the above coverage is with companies licensed in the state of New Mexico with at least an "A" rating from A.M. Best Company and authorized to provide the requisite coverage. Awarded Applicant also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to HCA. Awarded Applicant represents and warrants that it shall maintain the above insurance during the term of this Agreement. Awarded Applicant is not relieved of any liability, or any other obligations assumed under this Agreement because of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

11.19 CONFLICTING RFA LANGUAGE

If language contained in a Section of the RFA is found to conflict with language in another Section, the most stringent requirement(s) shall prevail.

11.20 INSPECTIONS/SITE VISITS

Throughout the Funding Period, HCA and/or its representatives shall have the right to make site visits to review the Awarded Applicant's medical residency program operations and accomplishments.

11.21 AUDIT AND ACCESS TO RECORDS

11.21.1 Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the New Mexico State Auditor's Office, or any successor agency, (2) HCA's Internal Auditor, and (3) any external auditors selected by HCA, the State Auditor's Office, or by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation regarding those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract the Awarded Applicant awards.

11.21.2 Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant regarding the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by HCA and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Contract, the date of the receipt by HCA of Awarded Applicant's final claim for payment or final expenditure report, the date all related billing questions are resolved, or the date any related litigation issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Entities with any information the entity deems relevant to any monitoring, investigation,
valuation, or audit.

11.21.3 Each Awarded Applicant shall have a system established in writing to ensure that appropriate officials provide all necessary organizational reviews and approvals for the expenditure of funds and for monitoring project performance and adherence to funding terms and conditions under the Contract.

11.21.4 HCA reserves the right to require the reimbursement of any over-payments determined because of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse HCA within 30 calendar days of receipt of notice from HCA of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

11.22 ACCOUNTING SYSTEM

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

11.23 NON-APPROPRIATION OF FUNDS

The Contract may be terminated if funds allocated to HCA should become reduced, depleted, or unavailable during the Contract period, and to the extent that HCA is unable to obtain additional funds for such purposes. HCA shall negotiate efforts as first consideration and if such efforts fail, then HCA shall immediately provide written notification to the Awarded Applicant of such fact and the Contract shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. HCA shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of New Mexico or HCA beyond the then existing state budget period.

11.24 STATE FISCAL COMPLIANCE GUIDELINES

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all funding, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other subrecipient not specifically excluded by state or federal law.

11.25 APPLICABLE LAW AND VENUE

The Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of New Mexico. Unless otherwise required by statute, the exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Santa Fe County, New Mexico, and all payments under the Contract shall be due and payable in Santa Fe County, New Mexico.

11.26 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to meet program requirements and outcomes. Awarded Applicant shall notify HCA after any change in Program Director has been approved by the residency program's accreditor.

11.27 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Awarded Applicant shall ensure that all personnel provided to perform work under the Contract possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Awarded Applicant shall maintain written records on all personnel provided under the Contract and shall provide such records to HCA upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and HCA shall have the right to terminate the Contract for cause. Awarded Applicant shall ensure this section is included in all subcontracts HCA authorizes it to enter.

11.28 SUPPLANTING PROHIBITIION

Funding may not be used to replace federal, state, or local funds.

11.29 CARRYOVER FUNDS

At HCA's discretion, unencumbered funds may carry over from each year of the Funding Period.

11.30 FORMS, ASSURANCES, AND REPORTS

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. HCA shall be responsible for reporting to the proper authorities any failure by Awarded Applicant to comply with the foregoing laws and regulations coming to HCA's attention and may deny reimbursements or recover payments made by HCA to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

11.31 AFFIRMATION CLAUSES

Applicant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor, or service to an HCA public servant, including employees, regarding the submitted response.

Neither Applicant nor the firm, corporation, partnership, entity, or institution represented by Applicant or anyone acting for such firm, corporation, partnership, entity, or institution has (1) violated the antitrust laws of the State of New Mexico, or (2) communicated the contents of this Application either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFA.

HCA is federally mandated to adhere to the directions provided in the President's Executive

Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's System for Award Management (SAM, www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of New Mexico statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. (Entities ineligible for federal procurement are listed at www.sam.gov.)

11.32 FORCE MAJEURE

HCA may grant relief from performance of this Contract if Awarded Applicant is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Awarded Applicant. The burden of proof for the need of such relief shall rest upon the Awarded Applicant. Awarded Applicant shall notify HCA in writing if it believes that a force majeure may have occurred and HCA shall, in its sole discretion, determine if Force Majeure has occurred.

11.33 DISPUTE RESOLUTION

If HCA determines that any work product is not acceptable, HCA shall notify Awarded Applicant of the specific deficiencies in writing. Awarded Applicant shall then undertake all steps necessary to correct any deficiencies at no additional cost to HCA. In the event any issues cannot be resolved, the dispute resolution process provided for in New Mexico statute shall be used by HCA and Awarded Applicant to attempt to resolve any claim for breach of Awarded Applicant.

11.34 SEVERABILITY AND STRICT PERFORMANCE

The invalidity, illegality, or unenforceability of any provisions of the Contract shall in no way affect the validity, legality, or enforceability of any other provisions. Each and every right granted to HCA and Awarded Applicant hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by HCA or Awarded Applicant at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. HCA's review, approval, acceptance of, or payment for any of the services provided in the Contract shall not be construed to operate as a waiver of any of its rights under the Contract, or of any cause of action arising out of the performance of the services required by the Contract.

APPENDICES

APPENDIX A: ABSTRACT
(Completed via Submittable)
APPENDIX B: SAMPLE WORKPLAN
APPENDIX C: SAMPLE PROGRAM BUDGET
APPENDIX D: LETTER OF COMMITMENT
APPENDIX F: DEFINITIONS

Appendix A: Application Abstract, completed in Submittable as part of the application NM Primary Care Expansion Program Request for Applications

Form Completed via Submittable.

Date of Application	
Organization	
Type of Organization	
Primary Contact and Title	
Mailing Address	
City, State, Zip	
Contact Phone	
Contact Email	
Title of Project	
Total Amount Requested ($):	

What Specialty(s) is(are) under development or being considered for development?

1. Specialty & Number of residents/trainees per year:
2. Specialty & Number of residents/trainees per year:
3. Specialty & Number of residents/trainees per year:
4. Already established program:

Please list Partners: (add more rows if necessary)

Name of Partnering Organization	Provider Type	Role(s) in Program

This Application Requests Support for in the Following Developmental Areas: (Check all that apply)

Program Development Area	Funding Requested *(Yes/No)*
1. Early Development such as Assets and Capacity assessments	
2. Facility needs or adequacy assessment	
3. Organizational Structure and Program Design	
4. Curriculum and Application Planning	
5. Budgeting and Financial Projections – Staffing Costs	
6. Pre-Start Up Cost support after Program Application Submitted or Approved	
7. Resident/Trainee and Faculty Recruitment Expenses	
8. Faculty Training and Development	
9. Other Development Costs	

In 300 words or less, describe the type of assistance requested based on boxes checked above. Total Abstract in 2 Pages

Appendix B: SAMPLE WORKKPLAN USING THE EXCEL SPREADSHEET PROVIDED OR SIMILAR TEMPLATE (Available via Submittable)

Appendix C: SAMPLE PROGRAM BUDGET USING THE EXCEL SPREADSHEET PROVIDED OR SIMILAR TEMPLATE (Available via Submittable)

HEALTH CARE AUTHORITY

Appendix D: Primary Care Expansion Program Letter of Commitment

WHEREAS

- Graduate Medical Education (GME) also called Residency Programs refers to post degree physician training.
- Residency programs are key to increasing physician workforce, with projected national shortage estimated between 37,800 to 124,000 by 2034, and research demonstrates that the majority of training program graduates stay and practice in the same area where they completed their residency (Source, AAMC).
- The Centers for Medicare & Medicaid Services (CMS) has financed GME for more than 30 years via Medicare and Medicaid payments:
    - Direct Graduate Medical Education Payments, which fund resident and faculty salaries, benefits and other direct costs of training.
    - Indirect Graduate Medical Education Payments, which funds residency-related costs in hospital settings.
- HCA has implemented several changes in Medicaid financing to incentivize primary care physician workforce development, contingent on certification that all funding goes directly to residency programs. These changes include, but are not limited to:
    - Each new Primary Care resident FTE will be funded at $100,000 whereas all other resident FTE will be funded at $50,000.

THEREFORE

- By receiving HCA Primary Care Physician Training Expansion Program funding, I commit to the development of the training program as outlined in the application. If at any point the organization experiences hardships that delay development or necessitate the cessation of the work, the organization will advise HCA of the situation and seek its guidance.
- By establishing or expanding a training program, I understand the organization will be a leader in Graduate Medical Education in New Mexico. As leaders, it is the organization's responsibility to support residency training program leadership with the best possible resources to ensure high quality educational and clinical environment for residents.
- I confirm the organization's administrative leaders are aware of the time and effort required to develop and maintain a residency training program, and that it fully

supports residency program leadership and the program's long-term success.

- I affirm the organization is making a valuable investment in the State's healthcare workforce expansion by developing future primary care physician leaders. The organization will provide an environment that is welcoming, inclusive, and community-oriented so residents feel welcomed in the community.
- I commit that Medicaid funding for GME will go directly to the GME program.

In submitting this Letter of Commitment, I, as a representative of the Sponsoring Institution/Organization, formally express the organization's commitment to supporting the development or continuation of Graduate Medical Education in New Mexico.

I, the undersigned, have read, understand, and agree to the conditions listed in this Letter of Commitment.

Name (printed): _____

Title: _____

Organization: _____

Phone number: _____ *Preferred email:* _____

_____ _____

SIGNATURE *DATE*

APPENDIX F: **RFA DEFINITIONS**

The following definitions shall apply:

1. Applicant: An eligible New Mexico GME program, or Sponsoring Institution as defined in Section 3.1 of this RFA, applying in accordance with the terms and conditions of this RFA.

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

3. Awarded Applicant: The successful recipient ultimately awarded funding by HCA who is responsible for performing all activities required to fully comply with performance requirements and all funding terms and conditions.

8. Consortium: An association of two or more organizations, hospitals, or institutions that have come together to pursue common objectives (e.g., graduate medical education).

9. Core faculty: All physician faculty members in a specialty program who have a significant role in the education of resident/fellows and who have documented qualifications to instruct and supervise. Core faculty members devote at least 15 hours per week to resident education and administration. All core faculty members should evaluate the competency domains; work closely with and support the program director; assist in developing and implementing evaluation systems; and teach and advise residents.

10. Designated Institutional Official (DIO): Individual in a Sponsoring Institution who has the authority and responsibility for all that institution's ACGME-accredited programs.

11. Faculty: The group of individuals (both physician and non-physician) assigned to teach and supervise residents/fellows.

12. Fringe Benefits: Organizations standard fringe benefits rate to include the Organizations costs related to: FICA and Medicare; health insurance; dental insurance; vision; retirement plan; short and long-term disability; and, other (specify).

13. First-Year Residency Position: A position filled by a physician who is entering residency training for the first time. These positions are also referred to as entry level positions and do not require any prior years of GME training.

14. Graduate Medical Education Program (GME): The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education, and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education. Accreditation is provided by the Accreditation Council for Graduate Medical Education (ACGME).

15. Graduate-Year Level: A resident's current year of accredited graduate medical education. This designation may or may not correspond to the resident's year in a program. Graduate-Year-Level is also referred to as Postgraduate Year, or PGY.

16. Indirect Expenses – The maximum Indirect Cost Rate allowed in this proposal is ten percent (10%) to include administrative costs as well as on-going expenses such as rent, utilities. insurances, etc. Indirect rates should not apply to sub-contract amounts.

17. Materials and Supplies: promotional brochures, recruitment materials, program stationery, etc. It does not include clinical supplies or equipment.

18. Membership Fees and Dues: Includes application fees, professional society memberships or consortia dues, etc. that relate directly to the developmental needs identified in the workplan.

19. Operating Expenses – Includes other costs identified by the application for the developmental stages not outlined as an Indirect Expense (clinical service-related expenses are prohibited). Operating expenses should be outlined separately in the budget narrative.

20. Participating site: An organization providing educational experiences or educational assignments/rotations for residents/fellows. Examples of participating sites include: a university; a medical school; a teaching hospital, including its ambulatory clinics and related facilities; a private medical practice or group practice; a nursing home; a school of public health; a health department; a federally qualified health center; a public health agency; an organized health care delivery system; a health maintenance organization (HMO); a medical examiner's office; a consortium; or an educational foundation.

21. Postgraduate Year (PGY): Denotation of a post-graduate resident's or fellow's progress in their residency and/or fellowship training; used to stratify responsibility in most programs. PGY does not necessarily correspond to resident's or fellow's year in an individual program. For example, a fellow who completed a pediatric residency program and is in the first year of a fellowship program is a fellow 1 level and a PGY-4.

22. Primary Care: The medical specialties including general psychiatry, family medicine, general pediatric medicine, and general internal medicine as set forth in New Mexico House Bill 480.

23. Primary Clinical Site: Primary facility designated for clinical instruction in the program. If the Sponsoring Institution is a hospital, the primary clinical site for the residency/fellowship program. If the Sponsoring Institution is a medical school, university, or consortium, the primary clinical site is the site that is used most in the residency/fellowship program.

24. Program Coordinator: Responsible for organizing all aspects of the residents' schedules, preparing meeting agendas, recruiting processes, relationships with specialty rotations, DIO office collaboration, policies, and procedures, managing responses to ACGME concerns, etc.

25. Program Director: The individual designated with authority and accountability for the operation of a residency/fellowship program.

26. Program Letter of Agreement (PLA): A written document that addresses graduate medical education responsibilities between an individual accredited program and a site other than the Sponsoring Institution at which residents or fellows have required educational experiences.

27. Program year: Current year of education (of an individual resident or fellow) within a specific program; this designation may or may not correspond to the resident's or fellow's post-graduate year.

28. Resident: An individual enrolled in an ACGME-accredited residency program.

29. Residency program: A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

30. Sponsoring Institution: The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services (e.g., a university, a medical school, a hospital, a school of public health, a health department, a public health agency, an organized health care delivery system, a medical examiner's office, a consortium, or an educational foundation).

31. Subscription and Software – Costs associated with education and training of faculty and residents, such as online medical information site costs and related fees for resident software.

32. Technical Assistance and IT Contracts – Detail costs by vendor, including technical assistance contracts needed to achieve the objectives identified in the workplan. Examples include but are not limited to: proforma or budget development, application writing or review, facilities assessments, or funding applications for federal or state grants. Applicants may choose to first consult with HCA to determine needs and options.

33. Training and Meeting Expenses – Include off-site meeting rooms expenses, retreat-related expenses, and other costs associate with program development that are not feasible within existing organizations facilities and services. For example, attendance costs related to regional or national recruitment fairs.

34. Travel Expenses: Outline all in-state and out-of-state travel costs. Examples may include meetings of state-wide organizations, ACGME conferences, faculty development conferences or programs, meetings with referral hospitals, etc. Organizational travel expense policies would apply. This could include the travel-related recruitment interview expenses in Stage 3.