

Graduate Medical Education Expansion

Grant Program Request for Applications

December 2019

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Graduate Medical Education Expansion Grant Program (GME Expansion Grant)

1.2 SYNOPSIS OF PROGRAM

This specific Request for Applications (RFA) solicits applications from eligible Graduate Medical Education (GME) programs that intend to create new First-Year Residency Positions in the state by establishing a new- or expanding an existing- GME program.

1.3 PROGRAM AUTHORITY

The statutory authority for GME Expansion Grants is found in House Bill 480, which directs the New Mexico Human Services Department (HSD) to award grant funding to enable GME programs to increase the number of First-Year Residency Positions.

1.4 POINT OF CONTACT

All inquiries and communications concerning this RFA should be directed to HSD liaison below:
Alex Castillo Smith: Manager, Strategic Planning & Special Projects
New Mexico Human Services Department
Phone: (505) 827-6236
Email: Alex.CastilloSmith@state.nm.us

No contact shall be made with other HSD personnel 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 for FY 2020 is $307,000. Grant amounts will be determined by each grant application.

2.1.2 Maximum Number of Awards. The maximum number of awards is contingent on the number received and the amount of grant 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.

2.2 PAYMENT TERMS

GME Expansion Grants are funded through state general appropriations. Awarded Applicant shall receive payments through HSD. Payments to Awarded Applicants are anticipated to begin Spring 2020. HSD is not bound by any award estimates in the RFA.

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

Grant funds must be expended by the end of the Grant Period. Grantees shall return any unexpended funds after the end of the grant term, at the time of submission of the Final Financial Report.

2.3 PRIORITY OF FUNDING ALLOCATION

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.

A residency "Program" is defined as the specialty for which an Applicant is seeking developmental support. For instance, if the goal is to expand family medicine physician training, the application is for expanding a Family Medicine Residency Program.

HSD may prioritize applications that emphasize the following: (1) developing new or expanded programs with specialties of general psychiatry, family medicine, general pediatric medicine, primary care, and general internal medicine; (2) increasing positions for medical specialties having shortages within the state, with preference being given to the aforementioned primary care specialties; and, (3) increasing primary care positions in medically underserved areas within the state.

Physician shortages exist throughout the state, including in primary care. Demand is expected to outpace supply, with the shortage severity expected to increase throughout the projection period. Thus, GME Expansion Grants 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
- General Internal Medicine Residency Programs: Expand an existing or establish a new General Internal Medicine Training Track, including rural tracks

Additionally, funding preferences will be given to:

- Federally Qualified Health Center Applicants;
- Applicants providing services in rural or frontier communities; and,

- Applicants providing services in underserved populations (e.g. disparate access to primary care, poor health status, addressing health disparities, and other locally-determined concerns).

2.4 GRANT PERIOD

The Grant Period is one-year or multi-year, depending on the needs of the Applicant and availability of funds (Grant Period).

2.5 APPLICATION TIMELINE

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

Action	Responsible Party(ies)	Deadline
1. **Issue RFA** – This RFA is issued by HSD.	HSD	Winter 2020
2. **Application Review**– Applications will be reviewed by HSD, and members of the GME Expansion Review Board & Advisory Group. The HSD liaison may initiate discussions, at their discretion, to clarify aspects of the application. However, applications may be accepted and reviewed without such discussion.	GME Expansion Review Board & Advisory Group; HSD Liaison	Winter 2020
3. **Grant Negotiation**- The grant will be negotiated and finalized. These dates are subject to change at the discretion of HSD. If mutually agreeable terms cannot be reached with the designated grantee in the time specified, HSD reserves the right to finalize a grant with a different grantee.	Awarded Grantees; HSD	Spring 2020
4. **Grantee Start Date** - This date is subject to change at the discretion of HSD.	Awarded Grantees; HSD	Spring 2020

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 medical 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.

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 post-doctor of medicine (M.D.) or post-doctor of osteopathic medicine (D.O.), non-military residency program;
- have, or intend to have, First-Year Residency Positions, as defined in Appendix A; and,
- intend to create new First-Year Positions through expansion of an existing program or establishment of a new GME program.

4 APPLICATION SUBMISSION

APPLICATION DEADLINE: OPEN, ROLLING SUBMISSION (CONSIDERED ON FIRST COME, FIRST SERVED BASIS)

Each Application must be:

- Completed according to the guidelines outlined in this RFA.
- Submitted on the forms provided by HSD GME Expansion Grants website.
- Submitted by an authorized agent of the Applicant via email to the Point of Contact listed in Section 1.4.

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

HSD will email confirmation of Application receipt to Applicant within three business days of receipt by HSD. Applicant must consider an Application not received by HSD until Applicant has received an email confirmation from HSD. If an Applicant does not receive such confirmation from HSD, contact the Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application. HSD shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by HSD 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 HSD employee unless authorized by the Point of Contact. All responses by HSD must be in writing to be binding. Any information deemed by HSD 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 GME Expansion Grant Program. Tasked with program implementation, HSD may provide GME Expansion Grants 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;
- provide one-time planning grants to GME training programs

The law also creates a volunteer board that will make funding recommendations to HSD Secretary. The inaugural GME Expansion Review Board & Advisory Meeting occurred in September 2019. Members have adopted a statewide 5-year GME expansion strategic plan, and during the next five years it is anticipated GME primary care programs will grow from 8 to 13 (63% increase). Additionally, the number of primary care residents in training will grow from 142 to 268 (89% increase) and the number of graduates each year will grow from 48 to 84 (starting in 2025), representing a 75% increase.

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 or multiple years, depending on needs of each individual Applicant. Funding amounts will be determined based upon applications received and commensurate with reasonable costs of 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) Cover staff, technical assistance, and other related costs associated with ACGME application development for new programs; and/or,
3) Fund start-up operating costs prior to launch of a new program.

7.2 PROHIBITED COSTS

Programs are prohibited from expending funds on the following:

- Resident salaries.
- 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 a grant award shall provide HSD with a Final Award Budget detailing the uses of award funds during each year of the Grant Period. The budget must include only GME Expansion Grant funds.

7.3.2 Budget Changes to the Other Direct Resident Costs Category. Any increase in Other Direct Resident Costs requires prior approval from HSD, followed by Grantee submission of a revised budget.

7.3.3 Budget Changes to the Resident Compensation or Professional Liability Insurance Categories. Expenditures greater than approved amounts are allowable, provided that all expenditures are within allowable cost categories and that overall expenditures do not exceed total grant award. For any increase greater than 10% in these budget categories, Grantee must submit a revised budget to HSD.

7.4 LAST DAY OF EXPENDITURES

GME Expansion Grants award funding must be expended by the final day of the Grant Period.

7.5 RETURN OF UNEXPENDED FUNDS

Grantees shall return any unexpended funds after the end of the Grant Period, at the time of submission of the Final Financial Report.

8 SELECTION FOR FUNDING

8.1 APPLICATION SCREENING

HSD, the GME Expansion Review Board, and Advisory Group shall review Applications to determine if they adhere to the grant 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. HSD will notify Applicants eliminated through the screening process within 30 business days of the submission deadline.

8.2 RECOMMENDATION FOR FUNDING

The GME Expansion Review Board shall make funding recommendations to HSD 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 HSD that awarded residency positions have been filled to qualify for disbursement of awards. HSD will communicate with Awarded Applicant to collect the documents required to complete the verification process. HSD 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. HSD 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 HSD that the awarded residency 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 HSD (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 HSD, Applicant shall furnish HSD with satisfactory proof of its compliance.

10 APPLICATION FORMAT AND CONTENT

10.1 APPLICATION FORMAT AND CONTENT

Applications must include the following four requirements:

Requirement 1: An Abstract that will serve as a summary of key information. Applicants are encouraged to use the Abstract included in Appendix B.

Requirement 2: 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 from the sections to be described within this RFA. Each section should be clearly labeled, and pages beyond the 20-page limit will not be considered. Appendices and attachments do not count towards the 20-page limit.

Requirement 3: A budget indicating the uses of grant funds for residency development purposes. Applicants may use the template provided in Appendix D or submit in a different format so long as information requested is provided.

Requirement 4: A project workplan reflecting the program stage of development and goals and objectives identified in the abstract, budget, and narrative. Workplan should cover a minimum of twelve months, and- supplementing the organizational chart- include a diagram that illustrates the structure for implementing, coordinating, overseeing and reporting on the different components of the plan and activities for the project. Applicants may use the sample project workplan provided in Appendix C or submit in a different format so long as information requested is provided.

An Applicant may request pre-application technical assistance to determine if developing a residency is practical or desirable according to federal and state funding options, accreditation potential, facilities adequacy, or other reasons prior to submitting a response to this RFA. Once an application is reviewed by the GME Expansion Review Board and Advisory Group and approved by HSD Secretary, contracts for GME development will be negotiated by HSD within 30 business days and be finalized within 90 business days, if possible.

Applications will be reviewed as they are received in an open cycle, meaning there is no deadline for submission. However, grants will be considered on a first come, first served basis. If sufficient funds are not available for a specific application the Applicant may recall the approved application or request that it be held by HSD until funds are available.

10.2 PROGRAM NARRATIVE

Grant applications must provide a clear description of the Applicant's efforts toward the following:

1. Provide information on the purpose or goals of residency development, the organization(s) involved, the specialty program of focus and describe the population of the area.
2. Describe the organization's commitment to serve Medicaid population(s).
3. Describe the organization's efforts to encourage residents to remain in NM, particularly in rural and/or underserved areas post-residency.
4. A discussion of community need for primary care access improvements including populations to be served, local conditions impacting healthcare access, key health concerns, and other efforts to address health improvement and workforce.

Applicants shall also submit an organizational chart illustrating the role of all partners, including the specific roles and responsibilities of each implementation partner for executing components of the project. Biographies of key project members should be included as an attachment. The narrative should also include a description of the organization's accountability mechanisms related to oversight processes and remedies for non-performance.

The application narrative shall also include a description of the lead organization's experience with achieving project outcomes. If applicable, provide examples of relevant experience and results achieved. Include any information related to past performance issues under state funding or residency implementation. When describing the level of experience of the lead organization, consider the following factors:

1. Role of the current organizational leadership within the community (letters of support from community partners and/or organizations may be included as attachments);
2. Level of experience implementing or developing residency programs;
3. Level of experience leveraging private resources, Medicare and Medicaid payments or public programs, including grants and private contributions, and managing large grants; and,
4. Level of experience identifying and managing multiple non-profit, for-profit, public sector and other partner organizations towards successful project completion and positive outcomes.

Finally, the narrative should include a description of where the Applicant resides regarding the various stages of ACGME-accredited program development. 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). Grant applications can be for support at any level of development. If certain stages of development have already occurred, please describe 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 feasible to respond to all developmental stages. Applicants may also apply for support for any one sections such as faculty development costs. Regardless of the scope of the request, all sections below must be addressed, as appropriate.

<u>Summary of ACGME-accredited program development stages:</u>

A. *Stage 1: Planning for a Residency Program – Needs & Assets Assessment*
   - Partnerships vs Independent Programs
   - Collaborators / Stakeholders Involved
   - Developing a new Sponsoring Institution 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 in one of the priority specialties
   - To what degree has an initial financial assessment been completed
   - Whether the RFA Applicant has organizational (CEO/Board/GME Committee, if applicable) approval to proceed with residency development
   - Budgeting and Preparing a Proforma
B. *Stage 2: ACGME Application Development*
   - The degree to which staff and financial resources have been 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
   - Program Letters of Agreement
C. *Stage 3: Pre-Operations (time between program approval and beginning of residency training)*
   - ACGME Initial Accreditation Letter
   - Pre-Operation Support
     - Recruitment Costs

- Faculty and Administrative Costs
- Addressing Citations

Stage 1: Planning for a Residency Program – Needs & Assets Assessment

Needs and Assets Assessment

Provide a narrative including, but not limited to, the following components of a Needs and Assets Assessment, indicating where Applicant is in the process of conducting such assessment:

1. If a needs assessment has been done, please include as an attachment.
2. Describe the process and partners that came together to develop a residency program.
3. Describe how resources requested will result in a written plan for development agreed upon by all collaborators.
4. Review the status of the organization applying for the funds and its eligibility for: GME payments from Medicare, Medicaid, Teaching Health Center grants, or other GME payments. If these are part of the proposed Assessment, please explain.
5. Describe the capacity of existing providers to serve as Program Director, Site Director, Faculty, and the availability of subspecialists and services necessary to consider residency program development.
6. Describe access to inpatient rotations or blocks and specialty mix.
7. Assess the clinical Environment, including but not limited to facilities.

Residency Program Planning Description

The Applicant shall submit a narrative stating how the proposed plan will work to establish a primary care residency program through implementation of a new program, expansion of an existing program, or another model. For example, if the Applicant is applying for Program Planning funds please outline the project focus.

ACGME accreditation includes having a Sponsoring Institution which is responsible for ensuring the training program meets all required quality standards. An existing Sponsoring Institution may be utilized by expanding its existing programs or a new Sponsoring Institution may be established. Funds can be made available for these planning purposes. Other considerations in the planning process include:

- Resident Employment
- Residency Model Technical Assistance
  - New Independent Residency or Sponsoring Institution
  - Expansion of an Existing Residency Primary Care Program
  - Creating a new Rural Training Track. This model includes an urban and rural collaboration in the training of residents to ensure that all training requirements are met.
  - Clinical Delivery Model - Residency programs require multiple partnerships for successful implementation. Inpatient relationships
  - Other

Stage 2: ACGME Application Development

The Applicant shall submit a narrative stating whether it seeks HSD assistance in the development of its ACGME application.

- Sponsoring Institution application development assistance, if necessary

- Program application development assistance
- Program Application pre-submission review
- ACGME Application Process Assistance.

Stage 3: Pre-Operations (time between program approval and beginning of residency training)
The Applicant shall submit a narrative stating whether it seeks assistance in program pre-operations. During this time, there is typically a Program Director on site, faculty and administrative staff but no residents. This period is typically used for faculty development, curriculum refinement, community information and involvement, resident software installation and learning, collaboration refinement, etc. There are significant non-reimbursed costs associated with a start-up period that could last two years. Please describe the start-up time and efforts in application, including but not limited to faculty needs (e.g. additional faculty needed, recruitment, training and faculty and staff development, conference attendance, etc.) where grant funding could be helpful.

10.3 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 A. 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.

10.4 FINANCIAL VIABILITY

10.4.1 *Existing GME Program:* Provide financial statements and audits of the GME program going back two fiscal years. Under revenue, include grant funding and all other sources of income that supported the program. Under expenditures, include all expenditures related to operation of the program, regardless of funding source.

10.4.2 *New GME Program:* Provide a projected financial statement for the program. The statement must include amounts and sources of all income and amounts and categories of all expense related to operation of the program.

10.4.3 *Applicant and/or Sponsoring Institution:* Audited financial statements of the Applicant covering the most recent two years must be submitted with the Application. If the Applicant is

not the Sponsoring Institution, audited financial statements covering the most recent two years from the Sponsoring Institution must also be submitted.

10.5 REQUIRED DOCUMENTATION ATTACHMENTS

10.5.1 Existing 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).

10.5.2 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. HSD will consult with Awarded Applicants to determine by when national accreditation for the expanded program must be in effect.

10.5.3 New Programs: Provide a plan, including a timetable, for establishing a new GME program and achieving accreditation from ACGME. Applicant must also provide documentation relating to an application in process for program accreditation by ACGME. HSD will consult with Awarded Applicants to determine by when national accreditation for the new program must be in effect.

11 ACCREDITATION NOTIFICATION AND REPORTING REQUIREMENTS.

11.1 CHANGE IN ACCREDITATION

Awardee shall notify HSD if, at any time during the grant term, the accrediting body for the awarded program revises the accreditation status to probationary or withdraws accreditation.

11.2 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, HSD shall provide reporting instructions and, as appropriate, templates for reporting.

11.3 PROGRAM REPORTS

By June 1, an Annual Report shall be submitted electronically to HSD in a format specified by HSD. The report will include, but may not be limited to, the information described in Sections 11.3-11.4.

11.3.1 Annual Roster of Residents. The roster will generally include the following data for each resident funded by a GME Expansion Grant as of September 1: name, temporary and/or permanent physician license number issued by the New Mexico Licensure Board, NM Board approved medical school. The Annual Program Report must be certified by the Program Director, or other authorized representative of the Sponsoring Institution.

11.3.2 Final Roster of Residents At the discretion of HSD, a Final Roster of Residents Report may be required after the end of the Grant Period.

11.4 FINAL FINANCIAL REPORT

No later than June 1, a Final Financial Report shall be submitted electronically to HSD in a format specified by HSD. The Final Financial Report must detail the actual expenditures for the Grant Term by purpose and amount. The report must also document the unexpended balance of GME Expansion Grants program funds as of June 1. The Final Financial Report must include a statement certifying expenditures and unexpended balance by the authorized representative of the Sponsoring Institution. GME Expansion Grants award funding must be expended by the end of the Grant Period. Grantee institutions shall return any unexpended funds after the end of the Grant Term, at the time of submission of the Final Financial Report.

12 PROVISIONS AND ASSURANCES

12.1 ACCEPTANCE OF TERMS AND CONDITIONS GOVERNING THE GRANT

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

12.2 PRIME CONTRACTOR RESPONSIBILITY

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

No rights, interest, or obligations in a Contract resulting from this RFA shall be assigned, delegated, or subcontracted by Awarded Applicant without prior written permission of HSD. 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 if 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.

12.3 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 HSD awarding any resultant contract, before any subcontractor is used during the term of this agreement.

12.4 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.

12.5 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 HSD prior to the deadlines outlined in Section 4. HSD 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 a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

12.6 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 HSD liaison.

12.7 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.

12.8 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, following a review of this information, it is determined by HSD that a conflict of interest exists, Applicants may be disqualified from further consideration.

12.9 CONTRACT

12.9.1 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. HSD 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 HSD's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. HSD 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.

12.9.2 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.'

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

12.10 GRANT EXTENSION

Grant Extensions are not allowed under this RFA.

12.11 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 HSD. 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 HSD's 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.

12.12 RELEASE OF INFORMATION BY AWARDED APPLICANT

Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify HSD liaison via email prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant 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 a grant from the New Mexico Human Services Department (HSD). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policy of HSD.*

Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant

resulting from this RFA, Awarded Applicant shall notify HSD, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify HSD 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/Grant resulting from this RFA, Awarded Applicant shall notify HSD before communicating with news media. Any written publication shall be sent electronically to HSD.

12.13 RELEASE OF APPLICATION INFORMATION BY HSD

12.13.1 *Public Information Act.* Awarded Applicant understands and acknowledges that as a state agency, HSD is subject to the provisions of the Inspection of Public Records Act (IPRA) (Chapter 14, Article 2 NMSA 1978). Awarded Applicant will cooperate with HSD 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 Grant 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 Grantee is subject to IPRA, Grantee will notify HSD's General Counsel within 24 hours of receipt of any third-party requests for information it receives relating to this Agreement.

12.13.2 All submitted Applications become the property of HSD after the 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 Application becomes part of the Contract. Therefore, such information is subject to disclosure under IPRA, unless an exception under IPRA is applicable.

12.13.3 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.

12.13.4 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 HSD to violate any law, including IPRA.

12.14 AMENDMENT

Any amendment or change to the Grant which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and HSD. 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.

12.15 TERMINATION

This RFA may be canceled at any time and any and all plans may be rejected in whole or in part when HSD 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. HSD 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, HSD may exercise any and all rights as may be available to it by law or in equity.

12.15.1 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 HSD 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. HSD reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Grant Period to incorporate any modifications necessary for HSD's compliance with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

12.15.2 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 Grant proceeds in accordance with written notice, and shall deliver or otherwise make available to HSD, 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. HSD shall be liable to Awarded Applicant for that portion of the Services authorized by HSD and which have been completed prior to the effective date of termination, if HSD shall not be liable for any work performed that is not acceptable to HSD and/or does not meet Contract requirements.

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

12.16 NOTICE

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

12.16.2 *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.

12.16.3 *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.

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

12.17 LIABILITY AND INDEMNIFICATION

12.17.1 Neither HSD'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.

12.17.2 HSD shall have no liability except as specifically provided by law.

12.17.3 Sovereign Immunity. HSD and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between HSD 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 HSD 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.

12.18 INDEMNIFICATION

12.18.1 Acts or Omissions. Grantee shall indemnify and hold harmless the State of New Mexico and HSD 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 Grantee or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN NEW MEXICO STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING

THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND HSD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

12.18.2 Infringements.
(a) Grantee shall indemnify and hold harmless the State of New Mexico, HSD 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 GRANTEE PURSUANT TO THIS AGREEMENT. GRANTEE AND HSD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN NEW MEXICO STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

(b) Grantee 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 Grantee's written approval; (3) any modifications made to the product by the Grantee pursuant to HSD's specific instructions; (4) any intellectual property right owned by or licensed HSD; or, (5) any use of the product or service by HSD that is not in conformity with the terms of any applicable license agreement.

(c) If Grantee becomes aware of an actual or potential claim, or HSD provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction against HSD, shall), at Grantee's sole option and expense: (1) procure for HSD 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 HSD's use is non-infringing.

12.18.3 Taxes/ Workers' Compensation/Unemployment Insurance – Including Indemnity.
(a) GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. HSD AND/OR THE STATE SHALL NOT BE LIABLE TO THE GRANTEE, 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.

(b) GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS HSD, 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. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN NEW MEXICO STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.GRANTEE AND HSD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

12.19 INSURANCE

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

Grantee 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. Grantee also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to HSD. Grantee represents and warrants that it shall maintain the above insurance during the term of this Agreement. Grantee 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.

12.20 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.

12.21 INSPECTIONS/SITE VISITS

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

12.22 AUDIT AND ACCESS TO RECORDS

12.22.1 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) HSD's Internal Auditor, and (3) any external auditors selected by HSD, 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.

12.22.2 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 HSD 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 HSD 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, evaluation, or audit.

12.22.3 Each Grantee institution 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 Grant terms and conditions under the Contract.

12.22.4 HSD 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 HSD within 30 calendar days of receipt of notice from HSD of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

12.23 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.

12.24 NON-APPROPRIATION OF FUNDS

The Contract may be terminated if funds allocated to HSD should become reduced, depleted, or unavailable during the Contract period, and to the extent that HSD is unable to obtain additional funds for such purposes. HSD shall negotiate efforts as first consideration and if such efforts fail, then HSD 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. HSD 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 HSD beyond the then existing state budget period.

12.25 STATE FISCAL COMPLIANCE GUIDELINES

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, 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.

12.26 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.

12.27 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 HSD after any change in Program Director has been approved by the residency program's accreditor.

12.28 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 HSD upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and HSD shall have the right to terminate the Contract for cause. Awarded Applicant shall ensure this section is included in all subcontracts HSD authorizes it to enter.

12.29 SUPPLANTING PROHIBITIION

A Grant Award may not be used to replace federal, state, or local funds.

12.30 CARRYOVER FUNDS

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

12.31 FORMS, ASSURANCES, AND REPORTS

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

12.32 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 a HSD 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.

HSD 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. Applicant is not so prohibited from entering into this contract. 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.)

12.33 FORCE MAJEURE

HSD 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 HSD in writing if it believes that a force majeure may have occurred and HSD shall, in its sole discretion, determine if Force Majeure has occurred.

12.34 DISPUTE RESOLUTION

If HSD determines that any work product is not acceptable, HSD 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 HSD. In the event any issues cannot be resolved, the dispute resolution process provided for in New Mexico statute shall be used by HSD and Awarded Applicant to attempt to resolve any claim for breach of Awarded Applicant.

12.35 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 HSD 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 HSD 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. HSD’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: RFA DEFINITIONS
APPENDIX B: ABSTRACT
APPENDIX C: SAMPLE WORKPLAN
APPENDIX D: SAMPLE PROGRAM BUDGET
APPENDIX E: LETTER OF TRANSMITTAL

Appendix A: 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 HSD in response to and in accordance with the terms of this RFA.

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

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

6. 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.

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

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

9. 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).

10. 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.

11. 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).

12. 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 particular program. Graduate-Year-Level is also referred to as Postgraduate Year, or PGY.

13. 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.

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

15. 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.

16. Notice of Grant Award (NOGA): Term applied to the official document used by HSD to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms "NOGA", "Contract", and "Grant" are used interchangeably.

17. 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.

18. 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.

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

20. 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.

21. Primary Clinical Site: The primary facility designated for clinical instruction in the program. If the Sponsoring Institution is a hospital, it is 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 commonly in the residency/fellowship program.

22. Program Coordinator: The Program Coordinator (PC) is typically brought into the development process at an early stage. Some programs require the PC to be a full-time position. The PC is 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.

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

24. 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. Program year: Refers to the 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.

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

26. 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.

27. 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).

28. 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.

29. 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 HSD to determine needs and options.

30. 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.

31. 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.

Appendix B: Application Abstract

NM GME Expansion Grant Program Request for Applications
Form must be complete.

Date of Application	
Applicant 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 per year:
2. Specialty & Number of residents per year:
3. Specialty & Number of residents per year:

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)

GME Program Development Area	Funding Requested *(Yes/No)*	One-year or Multi-year *(if multi-year indicate number of years)*
1. Early Development such as Assets and Capacity assessments		
2. Facility needs or adequacy assessment		
3. Organizational Structure and Program Design		
4. ACGME 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 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 C: SAMPLE WORKKPLAN

NM GME Expansion Grant Program Request for Applications
Form must be complete.

Areas of Focus	Objectives	Tasks	Party(ies) Responsible	Due Date *(Month and Year)*
Stage 1: Planning for a Residency Program				
Stage2: Developing an ACGME Application				
Stage 3: Pre-Operational Development				

Appendix D: SAMPLE PROGRAM BUDGET

NM GME Expansion Grant Program Request for Applications

Form must be complete.

Name of Applicant:			
Program Expenses -- Add or Change Categories			
Salaries	FTE	Total Requested #	Budget Justification - Role in Project
Designated Instutional Offical		-	
Program Director		-	
Program Coordinator		-	
Faculty		-	
Support Staff		-	
Other Staff		-	
Total Staff		-	
Fringe	0.15	-	
Total Personnel		-	
Operating			
Travel In State and Out of State Travel		-	
Materials and Suppies			
Membership Fees and Dues			
Subscriptions, Software Costs			
Technical Assistance Contractor			
Technical Assistance Contractor # 2			
IT Contracts			
Clinical or DIO Contract if not Salaried	0.1	-	
Operating Expenses		-	
Faculty Development Training and Team Meetings		-	
Total Operating		-	
Total Budget			

APPENDIX E: LETTER OF TRANSMITTAL

NM GME Expansion Grant Program Request for Applications
Form must be complete.

1. Applicant		
Applicant Name:		
Mailing address:		
City:	**State: NM**	**Zip Code**

2. Person authorized by the organization to contractually obligate on behalf of this grant award:
Name:
Title:
E-Mail Address:
Telephone Number:

3. Person authorized by the organization to negotiate the grant award:
Name:
Title:
E-Mail Address:
Telephone Number:

4. Person authorized by the organization to clarify, and respond to queries on behalf of this grant award:
Name:
Title:
E-Mail Address:
Telephone Number:

5. Use of Contractors/Subcontractors (select one) *

	No contractors/subcontractors will be used
	The following contractors/subcontractors will be used (describe purpose of each entity):

6. Please describe any relationship with other community, government, or business sectors- other than contractors/subcontractors listed in (4) above- that will support the Applicant's efforts.

5. On behalf of the submitting organization named in item #1, above, I accept the Terms and Conditions stated in Section V of this RFA. I agree to comply with all requirements as described in this RFA, including all appendices, attachments, written clarifications, and amendments provided. If the Applicant is unwilling to comply with any terms, conditions, or other requirements of this RFA the Applicant shall clearly describe any deviations and include a complete explanation of why such deviations are proposed.

Signature: _____

Date: _____