

SANTA FE COUNTY
RESOLUTION 2026- 076

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on June 9, 2026, did request the following budget adjustment:

Department / Division Community Services

Budget Adjustment Type (drop down): Other Fiscal Year: 2026 (July 1, 2025 - June 30, 2026)

BUDGETED REVENUES: (use continuation sheet, if necessary)

| FUND | DEPARTMENT | ACTIVITY | ELEMENT/ | LINE DESCRIPTION | INCREASE | DECREASE |
|--------------|------------|----------|----------|-------------------------------------|--------------|----------|
| XXX | XXXX | XXX | OBJECT | | AMOUNT | AMOUNT |
| 232 | 0496 | 380 | 03-01 | State of NMHCA Early Access Funding | \$ 2,000,000 | |
| Total | | | | | \$ 2,000,000 | \$ - |

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

| FUND | DEPARTMENT | ACTIVITY | ELEMENT/ | LINE DESCRIPTION | INCREASE | DECREASE |
|--------------|------------|----------|----------|----------------------|--------------|----------|
| XXX | XXXX | XXX | OBJECT | | AMOUNT | AMOUNT |
| 232 | 0496 | 467 | 50-03 | Contractual Services | \$ 2,000,000 | |
| Total | | | | | \$ 2,000,000 | \$ - |

Requesting Department Approval: Jennifer N. Romero Title: Community Services Department Director Date: 05/26/2026 Log # 88
 Capital/Grants Approval: N/A Date: 5/29/2026 Budget Administrator: [Signature] Date: 6/3/26
 Finance Dept Approval: [Signature] Date: 5/29/2026 Entered by: _____ Date: _____
 County Mgr Approval: [Signature] Date: 6/8/26 Updated by: _____ Date: _____

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**SANTA FE COUNTY
RESOLUTION 2026- 076**

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

| | | | |
|----------|--|-----------|---------------|
| 1 | <p>Please summarize the request and its purpose in the area below.</p> <p>Through the State of New Mexico Health Care Authority (HCA) Governmental Service Agreement #GSA 26-630-7903-0017, Santa Fe County has been named the Region I Accountable Entity and has been awarded \$2,000,000 in funding from the HCA to implement Early Access Regional Plans under the Behavioral Health Reform and Investment Act (BHRIA) – Senate Bill 3 (SB3). Early Access funding enables regions to immediately develop or expand services in one priority critical access shortage area, consistent with BHRIA overarching goals of equity, sustainability, and coordination. This GSA shall expire on 06/30/2027 unless terminated pursuant to the terms of the GSA.</p> | | |
| 2 | <p>Is this Budget Action for a Recurring or Non Recurring Expense(one-time)</p> | Recurring | Non-Recurring |
| | | | X |

| | | | |
|----------|---|-----|----|
| 3 | <p>Does this request impact a revenue source?</p> | Yes | No |
| | | X | |

| | | | |
|-----------|--|--|---|
| A. | <p>Is this a State Special Appropriation? If Yes, cite Statute and attach a copy</p> | | X |
|-----------|--|--|---|

| | | | |
|-----------|---|---|--|
| B. | <p>Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. NMHCA #GSA 26-630-7903-0017</p> | X | |
|-----------|---|---|--|

| | | | |
|-----------|---|--|---|
| C. | <p>Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)</p> | | X |
|-----------|---|--|---|

| | | | |
|-----------|---|--|---|
| D. | <p>Is a match required? If Yes, please identify finding source in the line below.</p> | | X |
|-----------|---|--|---|

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

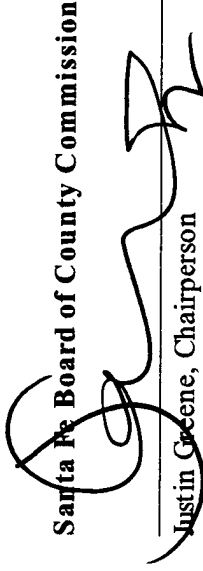
| FUND | DEPARTMENT | ACTIVITY | ELEMENT | CATEGORY/LINE ITEM | AMOUNT | MATCHED (Yes/No) |
|------|------------|----------|---------|--------------------|--------|------------------|
| | | | | | | |

SANTA FE COUNTY
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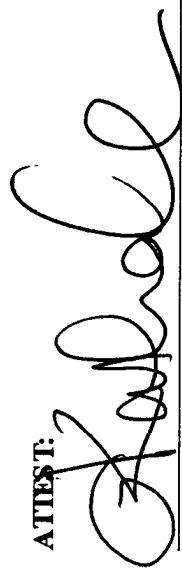
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 9th Day of June, 2026.

Santa Fe Board of County Commissioners



Justin Greene, Chairperson

ATTEST:


Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss BCC RESOLUTIONS
PAGES: 18

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of June, 2026 at 05:48:56 PM
and Was Duly Recorded as Instrument # 2085369
of The Records of Santa Fe County


Deputy _____ Witness My Hand And Seal Of Office
Katharine E. Clark
County Clerk, Santa Fe, NM



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Michelle Lujan Grisham, Governor
Kari Armijo, Secretary
Alex Castillo Smith, Deputy Secretary
Kathy Slater Huff, Deputy Secretary
Niki Kozlowski, Acting Deputy Secretary
Alanna Dancis, Acting Medicaid Director

Secretary Kari Armijo
Nick Boukas
Healthcare Authority
1474 Rodeo Rd.
Santa Fe, NM 87505

Dear Secretary Armijo,

The Behavioral Health Services Division is requesting your approval for the release of Early Access Regional Funding to support critical behavioral health needs throughout the state.

This funding is intended to address urgent service gaps across the state by allowing Eligible Applicants to begin critical service delivery and infrastructure development in advance of full regional plan submission, consistent with the Behavioral Health Reform and Investment Act.

The priorities identified through Early Access Regional Plans are designed to complement, not replace, the priorities that will be established through the final regional planning process. Early Access funding is in addition to funding that will support final approved regional plans. Upon submission and approval of a region's final plan, Early Access funding, reporting, and performance requirements will be incorporated into the region's approved plan to ensure alignment and minimize administrative burden.

We respectfully request your support and approval of this funding.

Sincerely,

Melorie Guhl

37 Plaza La Prensa

Santa Fe, NM 87507

(505)487-6707

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STATE OF NEW MEXICO
HEALTH CARE AUTHORITY
GOVERNMENTAL SERVICES AGREEMENT

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

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

2. Compensation

A. The total amount payable to the Contractor under this GSA shall not exceed two million dollars (\$2,000,000.00) including expenses. This amount is a maximum and not a guarantee that the work assigned to Contractor under this GSA to be performed shall equal the amount stated herein.

B. Payment in FY26 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the HCA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

C. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the Agency shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Notwithstanding the foregoing, if after acceptance of the services, the services or any portion thereof is later found to be non-conforming to the specifications set forth in this GSA, including Exhibit A, such acceptance does not waive any rights or remedies of the HCA granted pursuant to the terms of this GSA or applicable law.

3. Term

This GSA shall be effective **from the last date of its signature** and shall expire on **06/30/2027** unless terminated pursuant to the terms of this GSA.

4. Termination

A. Termination. This GSA may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of

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

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this GSA, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA without written approval of the HCA; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this GSA; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this GSA. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practical.

5. Appropriations

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

6. Status of Contractor

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

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7. Assignment

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

8. Subcontracting

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

9. Release

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

10. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this GSA shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the HCA. Each party, however, will develop and maintain databases which will contain confidential information concerning individual applicants or patients, as the case may be. Therefore, the parties agree to jointly and separately attempt to safeguard confidential information as follows:

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

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

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

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

E. The affected Party shall immediately: (1) notify the other of any known or suspected improper disclosures of data files or other confidential information; (2) promptly furnish

the full details of the unauthorized possession, use, or knowledge of data files or other confidential information; and (3) assist in an investigation of the matter and take steps to prevent a recurrence.

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

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

11. Product of Service - Copyright

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

12. Conflict of Interest: Governmental Conduct Act

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

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

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

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

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

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

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

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

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

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

13. Amendment

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

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

14. Merger

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

15. Penalties for Violation of Law

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

16. Equal Opportunity Compliance

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

17. Applicable Law

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

18. Workers Compensation

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

19. Records and Audit

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the GSA's term and effect and retain them for a period of five (5) years from the date of final payment under this GSA. The records shall be subject to inspection by the HCA, the Department of Finance and Administration and the State Auditor. The HCA shall have the right to audit billings both before and after payment.

B. Payment under this GSA shall not foreclose the right of the HCA to recover excessive or illegal payments; or unallowable expenditures. Among other remedies, the HCA may suspend and/or reduce funding or terminate this GSA for non-performance or non-compliance with the terms hereof. In such cases, the HCA may also require the return of funds that have not been, or that are not adequately supported by written documentation as having been, expended in accordance with the terms of the GSA, including Exhibit A. **THIS PROVISION DOES NOT CONSTITUTE AN ELECTION OF REMEDIES, IS NOT EXCLUSIVE, AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS GSA.**

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20. Invalid Term or Condition

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

21. Enforcement of GSA

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

22. Notices

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

To the HCA: Nick Boukas, Staff Manager
Health Care Authority
PO Box 2348
Santa Fe, NM 87507
nick.boukas@hca.nm.gov

To Contractor: Yvonne Herrera
Santa Fe County
PO Box 276
Santa Fe, NM 87504
ysherrera@santafecountynm.gov

23. Authority

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

24. Debarment and Suspension

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this GSA the Contractor certifies by signing this GSA, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this GSA, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this GSA, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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

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

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier sub-contractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor , in writing, whether as of the time of award of the subcontract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the HCA when it requests sub-contractor approval from the HCA. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HCA may refuse to approve the use of the sub-contractor.

25. Miscellaneous

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

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

The remainder of this page intentionally left blank.

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

STATE OF NEW MEXICO:

By: _____ Date: _____
HCA Cabinet Secretary

By: _____ Date: _____
HCA Chief Financial Officer

Approved for legal sufficiency:

By: _____ Date: _____
HCA General Counsel

By: _____ Date: _____
Contractor

Exhibit A
Scope of Work (SOW)
For Early Access Regional Planning
Behavioral Health Reform and Investment Act (BHRIA) – SB3 2025

REGION 1

ACCOUNTABLE ENTITY: Santa Fe County

COUNTIES, NATIONS, PUEBLOS, AND TRIBES REPRESENTED WITHIN THE BEHAVIORAL HEALTH REGION: Santa Fe County, Los Alamos County, Rio Arriba County, Jicarilla Apache Nation, Ohkay Owingeh, Pueblo of Santa Clara, Pueblo de San Ildefonso, Pueblo of Nambe, Pueblo of Pojoaque, Pueblo of Tesuque

AWARD AMOUNT: \$2,000,000.00

1. INTRODUCTION

This Scope of Work (SOW) establishes the framework for implementing Early Access Regional Plans funded under the Behavioral Health Reform and Investment Act (BHRIA) – Senate Bill 3 (SB3), for Region 4. The intent is to expedite investment and delivery of critical behavioral health services across New Mexico’s 13 designated Behavioral Health Regions, addressing urgent service gaps while regions complete full Sequential Intercept Mapping (SIM) and long-term regional planning.

2. PURPOSE

Early Access funding enables regions to immediately develop or expand services in one priority critical access shortage area, consistent with BHRIA overarching goals of equity, sustainability, and coordination. This SOW operationalizes that vision by focusing on rapid, measurable service improvements to support disproportionately impacted populations, ensuring that the benefits of reform reach communities without delay.

3. CRITICAL ACCESS SHORTAGES ADDRESSED

Each Early Access Regional Plan focuses on **one or more** of the following four critical access shortage areas:

- Residential Treatment Continuum of Care
- Crisis Continuum of Care
- Medication-Assisted Treatment (MAT) for Justice-Involved Individuals
- Prenatal and Perinatal Substance Use Disorder (SUD) Treatment Programs

4. SUMMARY OF PROJECT(S) ADDRESSED

Santa Fe County will advance nine (9) coordinated projects through early access funding to strengthen and expand the crisis continuum of care, with a targeted focus on reducing overdose-

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related deaths and improving access to behavioral health crisis services. These projects will support a comprehensive, community-based approach to crisis response, stabilization, overdose prevention, harm reduction, treatment access, recovery support, and overall system coordination across the region.

Project 1: Rio Arriba and Los Alamos Counties will expand capacity at **Darrin's Place** through the addition of a pilot on-demand transportation program, increased residential facility capacity, and the addition of medically monitored detoxification services. Funding will also support increased staffing for 24/7 operations that include RN and BHT coverage, an on-call medical provider, and facility upgrades.

Project 2: Santa Fe County will purchase an ADA-compliant van for its **EMS' Mobile Integrated Health Unit** as well as contract for an additional full-time Licensed Clinical Social Worker and Case Manager to provide field-based crisis intervention, care coordination, and post-overdose follow-up. Investments will also support equipment, mobile documentation tools, training, outcome tracking, and coordination with the **City of Santa Fe's Mobile Integrated Health** and **La Sala Crisis Triage Center**.

Project 3: The Pueblo of Nambé will increase prevention efforts through expanded mobile case management, expanded harm reduction efforts, increased linkages to detox and residential treatment services, expanded efforts to increase peer support strategies, and regional partnerships. Services will be delivered through **Tewa Roots Society**, providing culturally responsive outpatient care for individuals with substance use disorder.

Project 4: Ohkay Owingeh will expand prevention efforts with a focus on intergenerational, family-centered programming, including youth programming, while increasing access to harm reduction resources, including Detera drug deactivation bags. Funding will support two full-time staff positions to lead outreach, care coordination, and data tracking.

Project 5: San Ildefonso Pueblo will expand crisis services through the following strategies: individual and group counseling for those affected by substance use or overdose; psychoeducation on overdose prevention, naloxone use, and recovery support; post-overdose outreach and rapid engagement within 24-72 hours of an incident; care coordination across treatment providers, workforce staff, and family support teams; and distribution of naloxone and overdose prevention education.

Project 6: Jicarilla Apache Nation will increase staffing resources for officers investigating and responding to opioid-related incidents. Prevention training will be expanded within the Nation's workforce and School District. The Nation will install secure, wall-mounted Narcan distribution units within tribal facilities.

Project 7: Tesuque Pueblo will hire a case manager to increase prevention efforts, assist with Narcan awareness and distribution, and make referrals for the Wellness Drug Court to ensure continuity of care.

Project 8: The Pueblo of Pojoaque’s Behavioral Health Services will increase capacity of clinical staffing dedicated to crisis interventions by hiring one full-time clinical lead and one half-time Crisis Intervention Therapist.

Project 9 (contingent): Funding for **Santa Clara Pueblo** will be held in trust by the Accountable Entity pending further State–Tribal engagement to determine appropriate service delivery aligned with the Pueblo’s needs.

5. PROGRAMMATIC REQUIREMENTS

All programmatic services delivered under this Scope of Work must comply with all applicable federal, state, and local requirements, including but not limited to:

- New Mexico Administrative Code (NMAC)
- New Mexico Recovery guidance
- Behavioral Health Billing & Policy Manual
- Behavioral Health Service Standards

These requirements govern the delivery, documentation, and oversight of all behavioral health services and must be followed throughout the duration of the project.

For any questions or clarification on these requirements, please contact BHRIAsupport@hea.nm.gov

6. SCOPE AND DELIVERABLES

| TASK | DESCRIPTION | DELIVERABLES | TIMELINE |
|---|---|--|--|
| <p>6.1 Project Initiation and Planning</p> | <p>Confirm priority critical access shortage and define project goals align with regional needs and SB3 objectives. Engage relevant stakeholders, including Tribal entities, to ensure equitable representation and culturally appropriate service design.</p> <p>Complete an evaluation utilizing the guidelines published by the HCA and Legislative Finance Committee.</p> | <p>Logic Model and Evaluation Plan</p> | <p>Due within 45 days of contract execution.</p> |

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| | | | |
|--|---|--|--|
| 6.2 Service Implementation and Expansion | Launch new or expanded behavioral health services targeting the selected critical access shortage. Address workforce, infrastructure, and operational needs to ensure timely access and quality care. | Documentation of services established, operational metrics, staffing plans. | May 1, 2026 – June 30, 2027 |
| 6.3 Data Collection and Performance Reporting | Collect and report on key performance indicators, such as service utilization, access improvements, and impact on identified service gaps. | Quarterly performance reports; final project report with outcomes analysis. | Quarterly, throughout project duration (e.g., August 2026, December 2026, April 2027, July 2027) |
| 6.4 Integration for Continued Funding | Align Early Access activities with forthcoming full regional plans. Develop strategies to sustain and scale successful interventions beyond the Early Access period, ensuring compliance with Medicaid and state behavioral health service standards. | Sustainability plan; integration summary with finalized regional behavioral health plan. | Integrate within four-year Regional Plan |

7. ROLES AND RESPONSIBILITIES

Awarded Regional Behavioral Health Authorities and Tribal Entities:

- Each region shall designate a single Accountable Entity to serve as fiscal agent and contracting party, responsible for fund receipt, compliance, and reporting.
- Lead all aspects of project execution including planning, service delivery, workforce development, data collection, and reporting.
- Ensure compliance with applicable laws, behavioral health service standards, and contractual requirements.
- Maintain transparent and responsible financial management of Early Access funds.

New Mexico Health Care Authority (HCA):

- Provide funding, technical assistance, oversight, and evaluation support.
- Monitor performance reports and compliance to ensure alignment with SB3 objectives.
- Facilitate coordination across agencies and regions to promote consistency and best practices.

8. TIMELINE AND FUNDING

Project Period: May 1, 2026 – June 30, 2027

Deliverables:

- Logic Model: Due within 45-days of contract execution.
- Evaluation Plan: Due within 45-days of contract execution.

Quarterly Reports: Performance metrics are due quarterly throughout the funding period.

9. FUNDING

One-time award supporting direct service delivery, program startup/expansion, workforce development, and infrastructure necessary to address urgent behavioral health needs.

- Awardees must submit quarterly reports and a final evaluation demonstrating progress toward closing identified service gaps.
- No more than **15% of awarded funds** may be used for administrative overhead, evaluation, and performance tracking.
- Awardees are required to submit both a Logic Model and an Evaluation Plan within 45 days of contract execution.
- Quarterly reporting is required to demonstrate progress.
- Failure to comply may result in suspension or termination of funds.

9.1 Invoicing and Payment Terms

- Early Access funds shall be administered as a one-time funding award, subject to the terms and conditions of the contract executed with the New Mexico Health Care Authority (HCA).
- All invoices must be submitted in accordance with the requirements, deadlines, and fiscal policies established by the New Mexico Department of Finance and Administration (DFA).
- Payment structure (advance versus reimbursement) shall be specified in the executed contract. Awardees must comply with all documentation and verification requirements as a condition of payment.

9.2 Award Acceptance and Funding Withdrawal

- Awarded applicants must provide written acceptance of the funding award within fifteen (15) calendar days of notification by the New Mexico Health Care Authority (HCA). Failure to confirm acceptance within this timeframe may result in forfeiture of the award and reallocation of funds by HCA.
- If mutually agreeable contract terms cannot be finalized within the timeframe specified by HCA, the Authority reserves the right to withdraw the award and reallocate funding to other eligible applicants.
- HCA further reserves the right to suspend, reduce, or terminate funding in the event of material non-performance, failure to meet reporting requirements, or non-compliance with contractual obligations.

10. COMPLIANCE

- Funding cannot supplant existing resources or be used for capital construction, lobbying, costs incurred prior to the contract start date, and payment towards previously incurred debt.
- Awardees are subject to financial and programmatic audits and must maintain all records related to Early Access funding.
- Reporting and service verification are mandatory to ensure accountability and alignment with the long-term goals of the BHRJA.
- All services must maintain Medicaid compliance.

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