

**STATE OF NEW MEXICO  
HEALTH CARE AUTHORITY  
GOVERNMENTAL SERVICES AGREEMENT**

This **Governmental Services Agreement (GSA)** 26-630-7101-0006 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", operating through its **Child Support Services Division (CSSD)**, and the **Ninth Judicial District Court**, hereinafter referred to as the "District" or the "Contractor" and collectively referred to as the "Parties".

**IT IS AGREED BETWEEN THE PARTIES:**

**WHEREAS**, HCA is the single state agency designated to administer the Child Support Services program in New Mexico pursuant to NMSA 1978, Sec. 27-2-27 (1999 Repl.); and

**WHEREAS**, HCA is the state agency responsible for administering a statewide plan for the establishment of parentage, establishment of support orders, and enforcement of support obligations in compliance with the Title IV-D of the federal Social Security Act and the regulations promulgated thereunder; and

**WHEREAS**, HCA requires the performance of the services set forth herein from the District as a means of meeting certain requirements of federal law pertaining to the administration of the Title IV-D state plan and in implementing NMSA 1978, Sec. 40-4B-1 et seq.; and

**WHEREAS**, the District is responsible for implementing measures for the use of child support hearing officers in the adjudication of legal actions for child and medical support pursuant to NMSA 1978, Sec. 40-4B-1 et seq.; and

**WHEREAS**, the parties are empowered to enter into this agreement under the provisions of NMSA 1978, sec. 40-4B-1 et seq.

**THEREFORE 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 Ninth Judicial District Court under this GSA shall not exceed one hundred forty-three thousand nine hundred dollars (\$143,900.00). This amount is a maximum and not a guarantee that the work assigned to Ninth Judicial District Court under this GSA to be performed shall equal the amount stated herein.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope

of Work, and by approval of the HCA. All invoices **MUST BE** received by the HCA 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 (30) days after the date of receipt of written notice from the Contractor that payment is requested, the Agency shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

### 3. Term

This GSA shall be effective July 1, 2025, and shall terminate on June 30, 2026, unless amended, extended, or terminated pursuant to the terms of this GSA. If the District fails to perform as provided herein or if HCA fails to transfer or pay the sums called for herein or under any extension then this agreement may be terminated by the parties.

### 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 pretermination defaults under or breaches of this GSA. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this GSA may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this GSA, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES USED 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 HCA. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the Agency vehicles, or any other benefits afforded to the Agency employees of the State of New Mexico as a result of this GSA. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Agency unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment**

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

**8. Subcontracting**

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

**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;

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 GSA. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this GSA.

### **15. Penalties for Violation of Law**

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

### **16. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation,

sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this GSA. If Contractor is found not to be in compliance with these requirements during the life of this GSA, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law**

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

**18. Workers Compensation**

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

**19. Records and Audit**

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the GSA's term and effect and retain them for a period of five (5) years from the date of final payment under this GSA. The records shall be subject to inspection by the HCA, the Department of Finance and Administration and the State Auditor. The HCA shall have the right to audit billings both before and after payment. Payment under this GSA shall not foreclose the right of the HCA to recover excessive or illegal payments.

B. Contract for an independent A-133 audit at the Contractor's expense, as applicable. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HCA. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the GSA in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HCA and any other authorized entity as required by law within fifteen (15) days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HCA for good cause and the HCA reserves the right to approve or reject any such request. The HCA retains the right to contract for an independent financial and functional audit for funds and operations under this GSA if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HCA when the audit is available for review and provide online access to the HCA, or the Contractor shall provide the HCA with four (4) originals of the

audit report. The HCA will retain two (2) copies. One (1) copy will be sent to the HCA/Office of the Inspector General (OIG) and one (1) to the HCA/Administrative Services Division (ASD)/Compliance Bureau.

D. Within thirty (30) days thereafter, or as otherwise determined by the HCA in writing, the Contractor shall provide the HCA with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HCA has the right to reduce funding, terminate this GSA, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HCA. This audit shall also include a review of the schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circulars A-21, A-87, A-110, A-122 and A-133 where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circulars A21, A-87, A-110, A-122 and A-133 where appropriate.

**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: Melanie G. Vigil, Deputy Director/Contract Manager  
Health Care Authority  
Child Support Services Division  
PO Box 2348  
Santa Fe, NM 87504  
(505) 231-4871

To Contractor: Kevin Spears  
9th Judicial District Court  
700 North Main, Ste 13  
Clovis, NM 88101  
(575) 742-7500

**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, states 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. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this GSA, certifies to the best of its knowledge and belief that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and

2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

D. This certification is a material representation of fact upon which reliance is placed when this GSA is made and entered into. Submission of this certification is a prerequisite for making and entering into this GSA imposed under 31 U.S.C. 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this GSA. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HCA, termination of the GSA.

## **26. Findings and Sanctions**

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of the HCA audits, federal audits, and disallowances of the services provided pursuant to this GSA and the administration thereof.

B. The Contractor will make repayment of any funds expended by the HCA subject to which an auditor, with the jurisdiction and authority, finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the NM Legislature.

C. If the HCA becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HCA officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

## **27. Performance**

In performance of this GSA the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

A. All work will be performed under the supervision of the Contractor.

B. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

C. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

D. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

E. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

F. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

G. All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

H. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

I. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

J. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

K. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

L. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

M. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

## **28. Criminal/Civil Sanctions**

A. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

B. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

C. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

D. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

E. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil

Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**29. Inspection**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

**30. Entire GSA**

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

**31. Miscellaneous**

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

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

**The remainder of this page intentionally left blank.**

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

**STATE OF NEW MEXICO:**

Signed by:  
*Kyra Ochoa*  
By: \_\_\_\_\_  
C209B0BE482642B...  
Cabinet Secretary  
Health Care Authority

Date: 6/23/2025

DocuSigned by:  
*Carolee A. Graham*  
By: \_\_\_\_\_  
FB15A98045214DA...  
Chief Financial Officer  
Health Care Authority

Date: 6/20/2025

**Approved as to form and legal sufficiency:**

DocuSigned by:  
*[Signature]*  
By: \_\_\_\_\_  
32BE50E83D064CE...  
Office of General Counsel  
Health Care Authority

Date: 6/20/2025

**Governing Ninth Judicial District Court Official:**

District: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Chief Judge

Signed by:  
*Kevin Spears*  
By: \_\_\_\_\_  
C831CB8911F54C9...  
Ninth Judicial District Court CEO

Date: 6/16/2025

DocuSigned by:  
*Donna Mowner*  
By: \_\_\_\_\_  
4126E0F04A8D480...  
Ninth Judicial District Court General Counsel

Date: 6/16/2025

Exhibit A  
Scope of Work

**Purpose:**

1. Providing a cooperative structure for the District and the HCA to implement the Child Support Hearing Officer Act [40-4B-1 to 40-4B-10 NMSA 1978];
2. Providing the additional personnel, support and procedures necessary to ensure prompt and full payment by obligated parties of child and medical support obligations and, where applicable, attendant spousal support obligations;
3. Ensuring that support payments are made in compliance with state and federal law and regulations governing the state's federally mandated program pursuant to Title IV-D of the federal Social Security Act;
4. Complying with the state plan and Title IV-D program to establish and enforce support obligations; Improving compliance and speeding up the processing of cases and completion of parentage, child and medical support actions, and maintaining compliance with federal performance measures;
5. Providing additional court monitoring for the increased caseload;
6. Providing raises to court staff as provided by law;
7. Ensuring the transmittal of child support payments to the Child Support Services Division (CSSD) in accordance with the provisions in NMSA 1978. 40-4A-4.1 and ensuring prompt and full payment by obligated parties of support obligations for their dependent child(ren) and, where applicable, attendant spousal support obligations.

**The District shall:**

1. Submit to the HCA-CSSD, on or before May 1st of each year, a proposed annual operating budget for the upcoming state fiscal year for approval or change. Should the HCA-CSSD and the District enter into an agreement for a subsequent year, the proposed budget shall allocate payments to be received by the District for that forthcoming year. The budget shall not be implemented until such approval is given by the HCA-CSSD in writing and the operating transfer is in place for the necessary funds.
2. Obtain advance written approval from the HCA-CSSD for proposed expenditures for the following:
  - a. The cost of leases or rental agreements for either real or personal property.
  - b. The cost of any non-expendable equipment, furnishings or fixtures exceeding \$1,000 in value and having a life expectancy of more than one year. All such property shall follow the approved destruction methods and provide HCA-CSSD the Certificate of Data Destruction of such property.
3. Submit monthly fiscal reports to HCA-CSSD no later than the 10th day of each month showing expenditures of payments under the agreement, including, the

monthly time verification sheets for employees providing services under this agreement. A copy of an approved form for the monthly submittal is attached to this agreement as "Exhibit B". The monthly submittal shall be sent to the attention of the HCA-CSSD Deputy Division Director at the address listed in **Section 23. Notices**. The District shall retain all documentation which substantiates each employee accounting of time spent providing services under this agreement. The District shall submit such other necessary reports as may be required by HCA-CSSD to meet federal or state reporting requirements and that may be necessary to show that expenditures are being made solely for federally authorized purposes under the Title IV-D program.

4. Employ as "term employees" at least one (1) hearing officer, as set forth in the approved budget, and such other support personnel as may be required and approved under the yearly budget.
5. The District shall be the employer of all personnel necessary to carry out the purpose of this agreement.
6. Provide services necessary to assure the timely disposition for cases involving child and medical support obligations, the establishment and enforcement of which is being conducted pursuant to Title IV-D of the federal Social Security Act. HCA-CSSD cases shall be given priority by hearing officers funded hereunder. Of cases filed, 75% shall be disposed of in six (6) months and 90% within twelve (12) months from the date of service of process, or within such other time frames as may be imposed by federal or state law or regulation ... "Disposed of" means a support order is officially established and recorded or the action is dismissed.
7. Pleadings filed by HCA-CSSD, including but not limited to, Motions to Modify, Motions for Order to Show Cause, etc., must be timely set for hearing (within sixty (60) days) and shall be given the same priority by hearing officers funded hereunder.
8. The hearing officer's Report and Recommendation shall be filed with the Judicial District Court no later than twenty (20) calendar days after the hearing date or after the draft Report and Recommendation is submitted to the CSHO by the CSSD attorney, where applicable.
9. Ensure all child support payments are made to the HCA-CSSD in accordance with state and federal law.
10. Ensure that cash medical support is determined in accordance with state and federal law. Ensure that enforcement actions for ongoing or past-due cash medical support owed to the State is determined in accordance with state and federal law.
11. Ensure that health coverage and the health coverage obligor(s) is determined in accordance with state and federal law.
12. Provide office space, hearing space, supplies, equipment, postage for mailing hearing officer reports, notices, orders, and other court documents in accordance with the Rules of Civil Procedure and Local District Court Rules. Submit expenditures of payments, if applicable, for these items in the monthly fiscal report outlined in Paragraph 3 of this section.

13. Utilize any funds paid to the District hereunder solely for parentage establishment, child and medical support establishment and enforcement purposes permitted under the federal Title IV-D program.
14. Upon the request of HCA-CSSD, assign the hearing officer to another district to temporarily act as hearing officer for such district.

HCA is the single state agency designated by NMSA 1978, Section 27-2-27 to administer Title IV-D funds and retains all authority and responsibility associated therewith. Other administrative duties and responsibilities are as set forth herein.

**HCA-CSSD shall:**

1. Pay to the District no more than the annual sum set forth in Section 2 herein, to be reimbursed in monthly payments equal to actual expenditures for that month on the first working day of each month for so long as this agreement is in effect. The District must submit an invoice prior to the 10th of each month for the previous month's services. All sums reimbursed are to be expended only for the purpose of implementing the Child Support Hearing Officer Act, NMSA 1978, Section 40-4B-1 to 40-4B-10, and to ensure compliance with the federal requirements of "Expedited Process" under Title IV-D of the federal Social Security Act.
2. Provide services necessary to assure the timely disposition for cases involving establishing parentage, child and medical support obligations, the establishment and enforcement of which is being conducted pursuant to Title IV-D of the federal Social Security Act. Ensure HCA-CSSD's compliance with court-ordered deadlines so as to not delay the District's obligations under Paragraph (6) of the District's duties of this Scope of Work.
3. Not be required to pay, or approve for payment, costs incurred prior to approval of this agreement, nor for any costs incurred after termination or expiration of this agreement.
4. Not be required to pay for costs incurred for purposes other than services for the Title IV-D program nor for purposes not useful or appropriate to the purposes of this agreement.

HCA-CSSD shall either through its own personnel or such other agencies or Districts as HCA-CSSD may select:

1. Work with the District in planning and providing access to information necessary for the District to perform the duties and responsibilities under this agreement.
2. Provide the District, as soon as possible, with changes or amendments to federal or state laws, regulations, policies and procedures which affect the expedited process or hearing officer program.
3. Provide the normal cooperation that may be expected in such an agreement.
4. Provide consultation and/or technical assistance for continuous improvement of the hearing officer program.
5. Pay the sums specified in the approved operating budget and purchase order.

**HCA-CSSD Deputy Division Director Duties:**

HCA-CSSD Deputy Division Director is empowered and authorized as the agent of the HCA-CSSD to represent it in all matters related to this agreement, except those reserved to other personnel by this agreement. HCA-CSSD Deputy Division Director may extend the term of the agreement for additional periods, may approve yearly operating budgets and may increase the amount of the contract and enlarge the scope of work as specified herein. Any extension or enlargement shall not become effective until a purchase document is issued and approved by the HCA. Any and all events, problems, concerns or requests affecting this agreement must be reported to the HCA-CSSD Deputy Division Director. Notwithstanding the above, HCA-CSSD Deputy Division Director does not have the authority to amend any other terms and conditions of this agreement.



HEALTH CARE  
AUTHORITY

**Michelle Lujan Grisham, Governor**

Kari Armijo, Secretary

Alex Castillo Smith, Deputy Secretary

Kathy Slater Huff, Acting Deputy Secretary

Kyra Ochoa, Deputy Secretary

Betina Gonzales McCracken, Child Support Director

**MONTHLY TIME REPORTING FOR CHILD SUPPORT  
HEARING OFFICER (CSHO) CONTRACT EMPLOYEE**

\_\_\_\_\_ Judicial District Court

\_\_\_\_\_  
Counties Served

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City

Employee Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

I, \_\_\_\_\_ have been scheduled/worked \_\_\_\_\_ hours

(including leave) on Child Support JV-D cases for the month of, \_\_\_\_\_

\_\_\_\_\_  
*Employee Signature*

District Court Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

*(This form is to be completed each month by all court employees who have devoted time to Child Support/IV-D cases for the month. Administrators are responsible for submitting the forms to CSSD by the 10th day of each month following the reporting period.)*

Child Support Services Division | PO Box 2348 – Santa Fe, NM 87504 | Phone: (505) 827-7750 Fax: (505) 827-7273



Exhibit C

INVOICE TRANSMITTAL						
Transmittal Information				Contractor Information		
Invoice No. _____ Fiscal Year <b>State Fiscal Year 2026</b> Transmittal Date _____ Date of Service(s) _____ <b>P.O. Reference No.</b> _____ Contract No. <u>GSA XX-XXXXX</u>				DFA Vendor ID. _____ Alt. ID _____ Name _____ Address _____ Phone No. _____		
Contracted Service	Contract Budget	Total of Budget Adjustment(s)	Adjusted Contract Budget	Invoice Amount*	YTD Expenses	Budget Balance

\*Attach supporting documentation

**Contractor Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**TO BE COMPLETED BY HCA PROGRAM MANAGER**

Program Manager Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Approval to Pay** \_\_\_\_\_ : \_\_\_\_\_  
Signature of Program Manager Date

## Instructions for Invoice Transmittal

**This form is to be completed by the Contractor. It is designed to keep all parties aware of the contract budget status. Assistance in completing this form may be obtained from the designated program manager.**

### **Transmittal Information**

**Invoice No.:** Enter the invoice number, which will follow a simple numbering sequence of 1, 2, 3, etc. Invoice 1 will be the first invoice of the contract period.

**Fiscal Year:** Enter the State of New Mexico fiscal year in which the applicable contract originated. The first two digits of the contract number designate the fiscal year.

**Transmittal Date:** Enter the date the Invoice Transmittal form is completed.

**Date of Service:** Enter the service-delivery time period for which reimbursement is being requested. For most contracts, this is the month and year of service. However, for short-term contracts, it can be a daily or weekly time period.

**P. O. Reference No.:** Enter the purchase document number applicable to this reimbursement. A purchase document is the document that encumbers (earmarks) the contracted funds. It has a unique identifying number. Contractors should receive a copy of the purchase document with their signed contract. Program managers should be able to assist in determining this number if needed.

**Contract No.:** This is the identifying number of the contractual document under which services are being provided (located at the top, right hand corner of the first page of the contract).

### **Contractor Information:**

**DFA Vendor ID:** This is the unique, identifying, contractor code that the Department of Finance and Administration (DFA) assigns upon completion of the W-9 form. All contractors must have one to enter into contract with state government. This may be obtained from the purchase document (see P.O. Reference No., above, for description of purchase document).

**Alt. ID:** The alternate ID is a number associated with the DFA Vendor ID number. It is assigned by DFA when a contractor has numerous delivery sites/addresses for which expenditures must be separately tracked. It is usually a suffix that is added to the DFA Vendor Code and may be found on the purchase document.

**Name:** Enter the contractor's program/agency name as it appears on the purchase document and the contract. This is the name that is assigned to the DFA vendor code.

**Address:** Enter the contractor's address as it appears on the purchase document. This is the address that is assigned to the DFA vendor code.

**Phone No:** Enter the phone number of the Contractor's contact person who can answer questions that may result from the processing of the invoice.

**Budget Section:**

**Contracted Service:** Enter the name of the contracted service(s). The service does not refer to the detailed statement of work services but rather the broader service name(s), i.e. transportation, TANF, UR Review, etc. A contract may have one service or multiple services.

Every service in a contract is assigned a specific organizational (org) code. An org code is a budget designation and appears on the purchase document. Some contracts have one org code if there is one service being provided. Other contracts have multiple org codes. if they provide more than one service.

**Contracted Budget:** Enter the annual budget designated for each contracted service, as it appears in the original contract.

**Total of Budget Adjustments:** This is the total of the contract budget modifications resulting from contract amendments, for each service. If there have been more than one adjustment over the course of the contract year, the adjustment column should be the net result of all budget modifications.

**Adjusted Contract Budget:** This is the difference of the "Contract Budget" column and the "Adjustment" Column, for each service.

**Invoice Amount:** This is the amount for which the contractor is requesting reimbursement in this invoice, for each service. Attach all supporting documentation justifying the reimbursement request.

**YTD Expenses:** These are the year-to-date, accumulated expenses for the current contract year, for each service.

**Budget Balance:** This is the difference of the "Adjusted Contract Budget" and the "YTD Expenses" columns, for each service.

**Contractor Signature:** An original signature is required of the contractor representative authorized to approve an invoice.