

**STATE OF NEW MEXICO
HEALTH CARE AUTHORITY
SERVICE AGREEMENT
AMENDMENT NO. 10**

This Amendment No. 10 to Service Agreement (SA) 16-630-7101-0002 between the **New Mexico Health Care Authority**, hereinafter referred to as the “HCA,” and **Clements Special Investigations, (Clovis)**, hereinafter referred to as the “CONTRACTOR”.

The purpose of this Amendment is to extend the term and replace Exhibit A Scope of Work, Exhibit B, Instructions and procedures and Exhibit C, Invoice for FY26.

UNLESS OTHERWISE SET OUT BELOW, ALL OTHER PROVISIONS OF THE ABOVE REFERENCED AGREEMENT REMAIN IN FULL EFFECT AND IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THAT AGREEMENT ARE AMENDED AS FOLLOWS:

1. Scope of Work.

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

Section 5, Term, is hereby amended to read as follows:

5. Term

This Agreement shall be effective **July 1, 2015**, and remain in effect until **June 30, 2026** unless terminated by either of the parties pursuant to the terms of this Agreement. This Agreement may be extended or renewed upon written agreement of the parties.

Section 37, Federal Tax Information Safeguarding, is hereby amended to read as follows:

37. Federal Tax Information Safeguarding

A. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

1. All work will be performed under the supervision of the contractor.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
9. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
10. 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.
11. 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.

12. 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.
13. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

B. CRIMINAL/CIVIL SANCTIONS

1. 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.
2. 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.
3. 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.
4. 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.

5. 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.

C. 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.

Exhibit A, Amended Scope of Work, Exhibit B, Instructions and Procedures, and Exhibit C, Invoice Statement is replaced in its entirety attached hereto and referenced in this Amendment.

All other Sections of SA 16-630-7101-0002, as amended, remain the same.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the State of New Mexico Health Care Authority and the CONTRACTOR below:

HEALTH CARE AUTHORITY

Signed by:
By: *Kyra Ochoa*
C209B08E482542B...
Cabinet Secretary
Health Care Authority

Date: 6/27/2025

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

Date: 6/27/2025

Approved as to Form and Legal Sufficiency:

DocuSigned by:
By: *[Signature]*
32BE56E83D064CE...
General Counsel
Health Care Authority

Date: 6/27/2025

CONTRACTOR

Signed by:
By: *Kevin Clements*
FE6FDFF9698D453...

Date: 6/27/2025

TAXATION AND REVENUE DEPARTMENT

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

BTIN: 02-944585-00-0

DocuSigned by:
By: *AnnMarie Lucero*
A1E23200AE974AA...

Date: 6/30/2025

**Exhibit A
Scope of Work and Pricing**

I. LOCATION

The CONTRACTOR agrees to provide services for the following offices:

- A. **Clovis HCA-CSSD office located at: 3316 North Main Street, Clovis, NM 88101.**
Counties served: **Curry, DeBaca, Harding, Quay and Roosevelt.**

II. DEFINITIONS: The table below contains definitions of terms commonly used in the performance of process service:

TITLE	DEFINITIONS
AFFIDAVIT OF MAILING	Required when substitute service is obtained.
AFFIDAVIT OR DECLARATION OF SERVICE	Required within ten (10) business days of successful service and must be in compliance with all court rules.
ALTERNATIVE OR SUBSTITUTE SERVICE	When service cannot be served on the individual personally, the Contractor will leave a copy of the service at the house of his or her usual abode with some person over the age of fifteen (15) and through first class mail, postage prepaid in accordance with Rule 1-004 of the New Mexico Rules of Civil Procedure for the District Courts. Service of documents to individuals work address and mailing through first class mail, postage prepaid in accordance with the New Mexico Rules of Civil Procedure for the District court.
ATTEMPTS TO SERVE	Contractor will be expected to physically serve documents within a thirty (30) calendar day period. Contractor will make a minimum of three (3) attempts to serve documents. HCA-CSSD allows and encourages Contractor to make additional attempts to service documents in order to complete successful service.
BAD ADDRESS	Addresses provided by HCA-CSSD that are determined to be vacant property, or there is evidence to indicate that the person to be served has moved from that address.
CONFIRMATION OF COMPLETED SERVICE	Contact made between the Contractor and HCA-CSSD via email, text, or fax that service was completed.
DELIVERY ADDRESS	The addresses provided on the Process Server Cover Sheet represents the last known or best residential and/or employment address(s) available to HCA-CSSD.

FIELD NOTES	Notes written by the server regarding date, time, description of person served, and a detailed description of observations at the time of service or attempt to serve. Notes must be legible and defensible within a court of competent jurisdiction.
LOCAL ADDRESS	For the purposes of this contract, local address shall refer to the following counties: Curry, DeBaca, Harding, Quay and Roosevelt.
LOCATE	HCA-CSSD authorizes the Contractor to assist in locating the individual to be served.
OUT OF AREA ADDRESS	For the purposes of this contract, any address that is not located within the boundaries of the established local address areas will be considered an out of area address.
PERFORMANCE MEASURE	Established successful percentages required by HCA-CSSD.
PROCESS SERVER COVER SHEET	Provides Contractor with detailed information regarding person(s) being served. May include, name, gender, height, weight, social security number, date of birth, employment details as well as the last known address where the individual resides.
RECALL OF DOCUMENTS	HCA-CSSD initiates recall of documents prior to service attempts by Contractor. Any documents that are recalled from the server prior to service attempts must be hand delivered back to the HCA-CSSD office within seven (7) business days of the recall.
REASONABLE DILIGENCE	Actual attempts made to serve an individual at a particular address and documented in the filed notes. A MINIMUM OF THREE (3) SERVICE ATTEMPTS ARE REQUIRED.
SERVICE PACKET	Includes the Process Service Requests(s) and documents, including a Process Server Cover Sheet which provides specific information about the individuals(s) to be served, a home address, and may include an employer name and address, a photograph, and instructions specific to service.
SUCCESSFUL SERVICE	Delivery of service documents to an individual resulting in a completed Affidavit and/or Declaration of Service returned to HCA-CSSD. Includes both personal service and substitute service.
UNSUCCESSFUL SERVICE	Service of document packet cannot be served at any address provided by HCA-CSSD and is returned to HCA-CSSD with Affidavit of due diligence that includes Field Notes documenting detailed service actions.
URGENT SERVICE	Process Service packet that includes service instruction for service to be completed on an expedited basis.

WITHDRAWAL OF SERVICE	The Contractor may elect to withdraw from a particular service of process only due to unsafe service conditions; life threatening situation; conflict of interest between the Contractor or their staff and person(s) being served.
WRITTEN AUTHORIZATION	May be in the form of written correspondence, instructions on service documents, a fax or email transmission.

III. EXPECTATION OF SERVICE

- The Contractor shall follow the requirements for service of process as set forth in the Rules of this state. The Contractor is responsible for assuring that service of process is compliant with the Rules including any changes to the Rules within the term of this Contract. The contractor shall properly document the service process.
- HCA-CSSD may authorize service to an alternative person when the Contractor cannot serve the intended person(s) with reasonable diligence.
- When the Rules require mailing as part of the service of process, the Contractor shall complete the following steps:
 - Serve and Mail: HCA-CSSD's policy is that substitute service can be completed after personal service attempts have failed. Substitute Service must be performed at a confirmed home address of the person being served with a resident of suitable age (over the age of 15) and mailing by first class mail to the individual being served at the individuals last known mailing address. The usual mailing address may not be a post office or employment address. Contractor can provide substitute service at confirmed employer’s address if attempts to personally serve and to substitute serve have been unsuccessful, or if the only address provided by HCA-CSSD is an employer's address, and by mailing a copy of the service documents by first class mail to the individual being served last known address and at the individuals actual place of employment.
- The Contractor shall make copies of all documents served (the HCA-CSSD will provide access to a copier).
- The Contractor shall immediately notify the HCA-CSSD if a mailing is returned by the U.S. Post Office to the Contractor. The Contractor shall submit the returned mailing to the county office staff.
- “Usual mailing address” excludes U.S. Postal Service Post Office Boxes or individual’s place of employment.
- Must be documented on the Affidavit of Mailing, and in the Field Notes.
- Upon the execution of substitute service, the Contractor shall make copies of all documents served as well as complete service by mailing the service documents to the individual served. HCA-CSSD shall provide contractor access to a copier for the purpose of completing substitute service.

- The Contractor shall address all envelopes to be mailed for service of process and include the Contractor's return address. Envelopes to be provided and prepared for mailing by Contractor.
- The Contractor shall submit completed envelopes to the **Clovis** HCA-CSSD office for postage. The Contractor shall complete the service by submitting the stamped envelopes – on the same day of the postal mark and of the stated day on the Affidavit of Mailing, to the U.S Post Office for mailing.
- See Instruction and Procedures when using Substituted Service of Process stated in Exhibit B, attached to this Scope of Work and by this reference, incorporated herein.
- Contractor shall have sufficient resources in each county to sustain volume of server packets at all times.

1. Communication

- HCA-CSSD expects Contractor's to reply to all calls and/or emails within on (1) business day.
- HCA-CSSD expects the Contractor to contact the field office point of contact within one (1) business day after service attempt of a "bad address"

2. Multiple Address Clarification

- Contractor agrees and understands that multiple addresses may be included in the service packet received. Multiple addresses are provided as a tool for Process Server in order to assist with successful service and are not subject to additional billing.

3. Performance Measures

- The Contractor is required to maintain a successful service rate of **75% per month**, calculated over a six (6) month period. This will be calculated dividing the total number of items invoiced by the number of successful services.

4. Recall/Withdrawal of Service Documents

- HCA-CSSD reserves the right to recall or withdraw service documents after the Contractor has received them. If Contractor has initiated one or more attempts to serve prior to the recall or withdrawal of service documents, Contractor will invoice the service attempts as – unsuccessful service and provide an Affidavit of Due diligence that includes details of the attempts as well as information regarding the recall or withdrawal by HCA-CSSD.
- When Recall or withdrawal of documents by HCA-CSSD prior to the Contractor initiating serve attempts occurs, Contractor will return at no-charge to HCA-CSSD said service documents, within seven (7) days of the recall or withdrawal.

- The Contractor may, with written approval, elect to withdraw from a particular process serving assignment and return the documents to HCA-CSSD within five (5) business days.
- The Contractor shall monitor at least monthly and immediately notify the HCA-CSSD, in writing, if any person employed by the Contractor, or any subcontractor of the Contractor has a case(s) with the HCA-CSSD during the term of this Contract. The Contractor agrees to abide by all applicable laws regarding wage withholding and expressly consents that if the Contractor (including any officers, owners, agents, or assigns) is not compliant with payment of his/her support order, the HCA-CSSD may apply a wage withholding against this AGREEMENT to satisfy that support obligation. The Contractor will make the employee available to accept service of process, if necessary. Within the discretion of the HCA-CSSD, failure to comply with this provision may result in termination of this AGREEMENT pursuant to Section 6 without any penalty assessed to the HCA-CSSD.
- The Contractor shall monitor monthly and immediately notify the HCA-CSSD in writing of any employee or person having a financial interest in the Contractor's business that is employed by the HCA-CSSD or is related to an employee of the HCA-CSSD by blood or marriage as first cousin or closer relative. This information shall be disclosed prior to the signing of this Contract and monitored during the term of the Contract.

5. Records Retention and Safeguarding Federal Tax Information (FTI)

- Records, such as invoices and other documents kept in the ordinary course of business.
- Records will be maintained by the Contractor for a period of five (5) years after date of service or attempted service (financial documents only, e.g. invoices).
- The Contractor will provide reasonable access to records and documents to authorized representatives of the State and Federal government.
- The Contractor will adhere to the requirements of the FTI Safeguards and other confidential information, including record retention and or disposal, as set forth in the agreement, if applicable.
- HCA-CSSD shall provide IRS safeguard training for the contractor to include the Contractor's employees and subcontractors, if applicable.
- The Contractor shall require all employees and subcontractors to attend IRS safeguard training at least annually and ensure that new hires attend training as soon as possible, if applicable.

6. Serve Documentation (Field Notes / Photographs)

- Field notes must be legible and defensible in a court of law; therefore, they should be typed on the Proof of Service, Affidavit of Mailing or Affidavit of Due Diligence, as well as, on the monthly invoice that is submitted for payment. HCA-CSSD reserves the right to request additional documentation to be provided by Contractor via electronic mail.
- Provide detailed descriptions and activities involved with each attempt to serve.
- Documentation may include observation of surroundings at home address, such as: license plate numbers, physical description of person conversed with and summary of conversation.
- In the event address provided to Contractor is a vacant lot or qualifies as a bad address, Contractor will provide HCA-CSSD with a picture of the address.
- In the event Contractor cannot locate address provided, Contractor will contact HCA/CSSD point of contact for clarification. If the address still cannot be located by Contractor, Contractor will provide HCA-CSSD with a google map print out, showing that the address does not exist.
- Contractor will provide detailed information regarding the person served. If individual served is not the individual whom service is intended for or is not as described in the paperwork received by HCA-CSSD, the Contractor will provide a description of the individual served to include a physical description and name when possible.
- Whenever possible, a lapel camera or cell phone picture should be taken of the individual that was served and attached to the Affidavit/Declaration of Service.
- Field notes must be returned with Affidavit/Declaration of Service for both Personal and Substitute Service.

7. Service of Process

- A successful serve represents one or more document packages at the same time to one or more individuals at that same address. When Contractor receives two or more service packets from HCA-CSSD that are assigned to the same service address, Contractor will serve all available documents to that address at one time and only bill for one service attempt.
- Contractor agrees and understands that due diligence includes a minimum of three (3) service attempts. In an effort to obtain successful service Contractor is encouraged and may provide additional attempts. Any additional attempts by Contractor do not constitute additional billing.
- The Contractor has thirty (30) business days to complete service. HCA-CSSD reserves the right to request service of documents be completed in a shorter time frame. In the event more time is needed for the successful service of documents, Contractor can contact the HCA-CSSD point of contact and get permission to keep the documents for more than thirty (30) business days. All service documents that contain a hearing date must be returned to HCA-CSSD a minimum of fifteen (15)

days prior to the hearing unless otherwise stated. In the event Contractor receives documents that have less than thirty (30) days for service completion, Contractor agrees and understands that Contractor may not bill for expedited service.

- The Contractor will provide all required documents to HCA-CSSD within five (5) business days after confirmation of a completed successful service. Invoice will not be paid until documents are received complete.
- The Contractor shall be required to pick up and deliver service documents from the **Clovis CSSD office located at: 3316 North Main Street, Clovis, NM 88001**, a minimum of one (1) time per week. HCA-CSSD reserves the right to contact Contractor in the event additional pick-ups are needed. If the Contractor has a secure electronic process to send and receive service documents, the HCA-CSSD may choose to use this method. Prior to their weekly pick up time (to be determined by CSSD office and Contractor) the Contractor should call the HCA-CSSD field office point of contact before coming into the office to determine if there are documents needing to be picked up. In such a situation, the Contractor shall, for the Contractor’s purposes, email the point of contact reiterating that the required pick-up is not needed.
- The Contractor will return calls or email within one (1) business day.
- If the Contractor attempts service more than one (1) time at the same address, it must be at different times.

8. Unsuccessful Service

- When Contractor is not able to complete the service, Contractor will provide HCA-CSSD with Affidavit of Due Diligence service. Affidavit of unsuccessful service shall include detailed information regarding service attempts.
- Records will be maintained by the Contractor for a period of five (5) years after last service attempt (financial records only, e.g. invoices).
- The Contractor will provide reasonable access to records and documents as requested by HCA-CSSD.
- Contractor will adhere to the requirements of the FTI Safeguards and other confidential information, including disposal, as set forth in the agreement.

IV. RATES

HCA-CSSD shall reimburse the Contractor for the following services at the following rates:

SERVICE RATES - Curry County

Personal Service	\$75
Alternative or Substitute Service (including mailing)	\$75
Service on Employer (including mailing)	\$75
Out of the area service (>35 miles from Clovis)	\$90
Bad Address Fee	\$75
Locate (upon County Director approval)	\$25

Urgent Service Fee (in addition to Personal Service Fee and upon County Director approval) **\$25**

SERVICE RATES – DeBaca, Harding, Roosevelt and Quay Counties

Personal Service **\$75**
 Alternative or Substitute Service (including mailing) **\$75**
 Service on Employer (including mailing) **\$75**
 Out of the area service (> 35 miles from Tucumcari (Quay County only) **\$90**
 Bad Address Fee **\$75**
 Locate (upon County Director approval) **\$25**
 Urgent Service Fee (in addition to Personal Service Fee and upon County Director Approval) **\$25**

For Purposes of this Section:

- At no time is the Contractor authorized to charge fees or costs associated with testifying in court or in an administrative hearing pursuant to a lawful subpoena or when notified by HCA-CSSD and based upon service or inability to service an individual.
- The Contractor may not bill HCA-CSSD for any fees or costs associated with a subpoena issued by another party for the appearance of the Contractor regarding the completion of service or process. The Contractor must seek any allowable fees and costs from the party issuing the subpoena.

V. INVOICES

Invoices must be submitted to HCA-CSSD by the 15th Day of the month for the previous month’s service. Contractor agrees and understands that all service packets related to invoice must be delivered to the HCA-CSSD office prior to invoicing. In the event there is an error on said invoice the HCA-CSSD office will contact Contractor within five (5) business days of receiving the invoice. Contractor will correct any errors or provide additional information as requested within three (3) business days of receiving notice of the error (**See sample invoice in Exhibit C, attached to this Scope of Work and by this reference, incorporated herein**).

VI. MILEAGE

- Contractor agrees and understands that HCA-CSSD will not provide compensation for mileage.

VII. HCA-CSSD FIELD OFFICE POINT OF CONTACT

- In each field office, HCA-CSSD shall establish a POC and a backup POC, for the purposes of facilitating service of process.

- The POC shall be conveyed to the Contractor in writing from the HCA-CSSD field office County Director at the beginning of the contract and within ten (10) business days prior to a change in POC. In the event HCA-CSSD cannot give advance notice of change in POC, HCA-CSSD shall notify the Contractor as soon as practically possible.

EXHIBIT B**INSTRUCTIONS AND PROCEDURES FOR NEW MEXICO-HCA/CSSD
WHEN USING SUBSTITUTED SERVICE OF PROCESS**

PURPOSE: To provide guidance and instructions on how to perfect valid substituted service of process.

A. **Legal requirements** for valid substituted service of process at the respondent's (person(s) being served)'usual place of abode':

1. Who can serve? Service of process may be by made by any person 18 years old or older and not a party to the action. Rule 1-004 D (1) NMRA.
2. When is substituted service appropriate?
 - a. Substituted service is appropriate *only* after attempted service either personally *or* by mail *I* commercial courier service, *Rule 1-004 (F) (1) (a), (b) and (F) (2) NMRA*, and
 - b. If respondent has not signed for or accepted service.
3. How is substituted service accomplished?
 - a. The process server personally delivers the process (documents) to some person *over* the age of 15 who is *residing* at the '*usual place of abode*' of the party to be served (respondent/petitioner), and
 - b. The process server mails a copy of the process (documents) by *first class mail* to the party being served (respondent/petitioner) at that person's '*last known mailing address*'. *Rule 1-004 (F) (2) NMRA*.
4. What is the effective date of service? Service is effective as of the 'date of mailing' by the process server because substituted service requires a two-step process, which may or may not occur on the same date.
5. What date(s) should be on the 'Proof of Service' to establish effective service? Both the '*date of delivery*' and the '*date of mailing*' the process (documents) by the process server should be noted on the proof of service. (See attached sample Return of Service and sample Affidavit of Service *I* Certificate of Service)
6. What is a 'proof of service' and who must sign the 'proof of service'?
 - a. If a sheriff or deputy sheriff serves the process they sign a '*certificate of service*' or '*return of service*' without their signature being notarized, or
 - b. If the process server is not a sheriff or deputy sheriff they must sign an '*affidavit of Service*' *I* '*return of service*', reflecting their sworn statements, under oath, and

requiring the signature of the process server to be notarized. *Rule 1-004 (L) NMRA*

7. Who must file a proof of service? The person obtaining service (HCA), not the process server, is responsible for filing the 'proof of service'. *Rule 1-004 (L) NMRA.*

B. Procedures (private process servers) after the process server delivers the process (documents) to a person over age 15 residing at the 'usual place of abode' of respondent (or person being served):

1. Each HCA-CSSD office shall assign an employee point of contact (POC) to work with the process server (PS);
2. A regular schedule shall be set for the POC to meet with the PS based upon the needs of each individual HCA-CSSD office;
3. The process server shall e-mail a list of cases, with the CSSD case# and NCP/CP names, served by substituted service to the POC
4. The day before the process server & POC meeting, the POC shall:
 - a. Pull the files and make a copy of the service packet;
 - b. Verify the 'last known mailing address' of the respondent (person(s) to be served) on CSES and in the file. If there is a contradiction, ask the assigned caseworker to resolve the conflict in addresses or mail to alternate addresses; and,
 - c. Complete the draft cover letter and envelope being mailed to respondent (person(s) being served by substituted service);
5. The day of the meeting:
 - a. the process server shall return the 'proofs of service', process server cover sheets and any other pertinent documents to the POC;
 - b. the process server shall fill in the original 'proofs of service' i.e. return of service or affidavit of service, to include the 'date of delivery' and 'date of mailing';
 - c. the POC shall confirm the 'proof of service' has been accurately completed before notarizing the process server's signature;
 - d. the process server shall read and sign the cover letter(s) to be mailed to the respondent's (person(s) to be served) 'last known mailing address';
 - e. the process server shall immediately take the envelopes to the post office to mail; and
 - f. the POC shall complete the process for filing the completed original 'proofs of service' with the court(s).

EXHIBIT C
INVOICE STATEMENT
(EXAMPLE)

Company or Name 2/1/2025
Address

Phone:
Fax: Invoice No: _____

County Director's Name and Title
Address and Office Location

County Office Phone: _____
County Office Fax: _____

Statement covers Unpaid Invoices issued from: Date From _____ through _____

Case No: _____ Ref No: _____

Invoice #	Invoice Date	Person Served	Amount	Status
<i>Number</i>	<i>Service Date & Location</i>	<i>Name of Person Served</i>	<i>\$(See Fee Schedule)</i>	<i>Disposition of Service (e.g. Current)</i>

Example 1:

Desc: On 01/01/25 went to provided address; 123 Monte Vista. No answer at the door.

On 01/02/25 went to provided address; 123 Monte Vista. Still no answer at the door.

On 01/03/25 went to provided address; 123 Monte Vista. Still no answer at the door.

On 01/04/25 Drafted Affidavit of Due Diligence and completed Invoice.

Invoice #	Invoice Date	Person Served	Amount	Status
<i>Number</i>	<i>Service Date & Location</i>	<i>Name of Person Served</i>	<i>\$(See Fee Schedule)</i>	<i>Disposition of Service (E.g. Current)</i>

Example 2:

Desc: On 01/01/25 went to provided address; 123 Parking Lot Street. No domicile, contacted CSSD.

On 01/02/25 went to updated address; 123Ponte Vista, spoke with Mr. Smith who stated that the NCP did not reside at the address. Contacted CSSD.

On 01/02/25 Drafted Affidavit of Due Diligence and completed Invoice.