

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

THIS SERVICES AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico **Health Care Authority**, hereinafter referred to as the “HCA”, and **Stellarware**, hereinafter referred to as the “Contractor”.

**IT IS AGREED BETWEEN THE PARTIES:**

**Definitions**

- A. "Agreement Administrator" means the individual appointed by the State Purchasing Agent (SPA) to administer the Price Agreement
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Local public body" means every political subdivision of the state and the agencies, instrumentalities and institutions thereof.
- D. "New Mexico State Purchasing Agent" or "NMSPA" means the purchasing agent for the State of New Mexico or a designated representative. May be used interchangeably with "State Purchasing Agent" or "SPA".
- E. "Contractor" means any state agency or local public body that chooses to procure products or services under this Agreement. Other units of government, including cities, counties, school districts, institutions of higher education and other jurisdictions not subject to the procurement authority of the SPA, are authorized to buy from this Agreement.
- F. “You” and “your” refers to Stellarware. “We,” “us” or “our” refers to the State of New Mexico, agencies, commissions, institutions, political sub-divisions and local public bodies allowed by law to participate in the Agreement and whose accounts are created under this Agreement.

**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.

**2. Compensation.**

A. The HCA shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed fifty-nine thousand nine hundred seventy-five dollars (\$59,975), including gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HCA when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be

paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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 1, Scope of Work, and by approval of the SPD. 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. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HCA 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, it 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 HCA that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) 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 HCA shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE HCA. This Agreement shall terminate on June 30, 2026, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a general services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

**4. Default and Force Majeure.**

The State reserves the right to cancel all or any part of any orders placed under this contract without cost to the State, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

**5. Termination.**

A. Grounds. The HCA may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HCA's uncured, material breach of this Agreement.

B. Notice; HCA Opportunity to Cure.

1. Except as otherwise provided in Paragraph (5)(B)(3), the HCA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give HCA written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HCA's material breaches of this Agreement upon which the termination is based and (ii) state what the state must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the HCA does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the HCA does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HCA; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the HCA's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE HCA'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

6. Appropriations.

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

**7. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing general services for the HCA and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**8. Assignment.**

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

**9. Release.**

Final payment of the amounts due under this Agreement 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 Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 Agreement shall become the property of the State of New Mexico and shall be delivered to the HCA no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement 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 NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any HCA employee while such employee was or is employed by the HCA and participating directly or indirectly in the HCA's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) 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 NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (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 HCA's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) 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 NMSA 1978, § 10-16-7(A), 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 NMSA 1978, § 10-16-13, 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 NMSA 1978, § 10-16-3 and § 10-16-13.3, 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 HCA.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HCA relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HCA if, at any time during the term of this Agreement, Contractor learns that 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 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 HCA and notwithstanding anything in the Agreement to the contrary, the HCA 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 Agreement 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 HCA proposes an amendment to the Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement, including any and all attachments, exhibits and/or appendices, 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 Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**15. Penalties For Violation Of Law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, 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 NMSA 1978, § 38-3-1 (G). By execution of this Agreement, 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 Agreement.

**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 Agreement may be terminated by the HCA.

**19. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the HCA.

**20. Records and Financial Audit.**

A. The Contractor shall maintain detailed records that indicate the nature and price of Services rendered during this Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement.

B. The Contractor shall contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, as applicable, or, on HCA request, submit its most recent 2 CFR 200 audit. 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 Agreement in accordance with procedures promulgated by 2 CFR 200 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 Agreement 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) and one (1) will be sent to the HCA/Office of the Inspector General and one (1) to the HCA/Administrative Services Division/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 Agreement, 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 2 CFR 200, specifically subpart F, and appendices 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 2 CFR 200, specifically subpart F and appendices.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the HCA and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement,

caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the HCA and the Risk Management Division of the New Mexico General Services Department by certified mail.

The State agrees that the Contractor's total liability to the State for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty, in the aggregate, not exceed two times the total compensation under this Agreement.

**22. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com>

**23. Employee Pay Equity Reporting.**

Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees' contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor

also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

**24. Invalid Term or Condition.**

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

**25. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

**26. Arbitration.**

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

**27. Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

**28. Notices.**

Any notice required to be given to either party by this Agreement 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  
P.O. Box 2348  
Santa Fe, NM 87504  
505-231-4871

To the Contractor:       Erika French, Director of Operations  
Stellarware  
600 Longwater Drive, Suite 202  
Norwell, MA 02061  
(781) 964-1415

**29.     Debarment and Suspension.**

A.       Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, 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 Agreement, 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 Agreement, 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 Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, 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 Agreement 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 Contract Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement 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 Agreement 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 Agreement.

C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor 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 subcontractor, 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 subcontractor approval from the HCA. If the subcontractor, 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 subcontractor.

**30. Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (Anti-Lobbying).**

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, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this AGREEMENT, 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 Contractor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement 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 Agreement. 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 Agreement.

**31. Non-Discrimination.**

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

**32. Drug Free Workplace.**

A. *Definitions.* As used in this paragraph—  
"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2) Establish an ongoing drug-free awareness program to inform such employees about:

- a) The dangers of drug abuse in the workplace;
- b) The Contractor’s policy of maintaining a drug-free workplace;
- c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3) Provide all employees engaged in performance of the PSC with a copy of the required by subparagraph B(1);

4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:

- a) Abide by the terms of the statement; and
- b) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

5) Notify the HCA Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- a) Taking appropriate personnel action against such employee, up to and including termination; or
- b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

7) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this Section.

**32. Findings and Sanctions.**

A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.

B. The Contractor will make repayment of any funds expended by the HCA, subject to which an auditor acting pursuant to this agreement 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 New Mexico 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.

**33. Performance.**

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by officers or 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.

#### **34. 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.

**35. 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.

**36. Contractor's Responsibility for Compliance With Laws And Regulations.**

A. The Contractor is responsible for compliance with applicable laws, regulations, and administrative rules that govern the Contractor's performance of the Scope of Work of this Agreement

and Exhibit A, including but not limited to, applicable State and Federal tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

B. The Contractor is responsible for causing each of its employees, agents or subcontractors who provide services under this Agreement to be properly licensed, certified, and/or have proper permits to perform any activity related to the Scope of Work of this Agreement and Exhibit A.

**37. Contractor's Responsibility For Compliance With Laws And Regulations Relating to Information Technology.**

A. The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this PSC in order to assure compliance with the following regulations and standards insofar as they apply to Contractor's processing or storage of HCA's PII or other data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. Electronic Information Exchange Security Requirements, Guidelines, And Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration; and
3. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT".

**2. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Contractor. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Contractor.

**3. Authority.**

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the State Purchasing Agent below:

By: <sup>Signed by:</sup> Kyra Ochoa Date: 6/27/2025  
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HCA Cabinet Secretary

By: <sup>DocuSigned by:</sup> Carolee A. Graham Date: 6/25/2025  
FB15A98045214DA...  
HCA Chief Financial Officer

Approved for legal sufficiency:

By: <sup>DocuSigned by:</sup> [Signature] Date: 6/26/2025  
32BE50E89D004CE...  
HCA General Counsel

By: <sup>DocuSigned by:</sup> Erika French Date: 6/25/2025  
E28354908D5944F...  
Contractor

The Contractor is performing its services outside the State and New Mexico and with no location in the State of New Mexico and therefore is not required to register. The records of the Taxation and Revenue Department reflect that the Contractor is not registered with the Taxation and Revenue Department.

By: <sup>Signed by:</sup> Nancy Lujan Date: 6/27/2025  
B5A4D3141D9245F...  
New Mexico Taxation and Revenue Department

This Agreement has been approved by the State Purchasing Division:

By: N/A Date: \_\_\_\_\_

**State of New Mexico  
New Hire Directory Scope of Work**

| <b>Requirement</b>                 | <b>Sub Tasks</b>             | <b>Description</b>  |
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| IV.B.6.a. Operational Requirements | i. General                   | Contractors shall agree to establish, operate, and maintain the State Directory of New Hires, and present itself to all customers as a unit of CSSD, not as a private Contractor ( <i>this does not absolve the Contractor of its responsibility for actions of its employees</i> ).                                      |
|                                    | ii. Customer Relations       | Contractors shall agree to exercise care, tact, and professionalism in dealing with employers, Agency staff, and the general public - all of whom are referred to as “customers” for purposes of the State Directory of New Hires.  |
|                                    | iii. Dedicated Staff         | Contractors shall agree to outfit the office with staff, equipment, and key management staff specifically dedicated to handling New Hires inquiries from customers.   |
| IV.B.6.b. Telephone Service        | i. Toll-Free Telephone Lines | Contractors shall agree to install and staff at least toll-free State Directory of New Hires telephone line for the purpose of responding to public, employer, and Agency staff questions about new hires reporting accurately and timely. The line shall have a 24-hour voicemail capability.                            |
|                                    | ii. Staffing                 | Contractors shall agree to sufficiently staff the phone line with live State Directory of New Hires representative during each State business day from 8:00 AM to 5:00 PM MPT (9 hours), excluding holidays officially recognized by the State or weather emergencies declared by the Governor or approved by the Agency. |
|                                    | iii. Call Resolution         | Contractors shall agree to satisfactorily resolve at least ninety-five percent (95%) of all questions asked and refer only those matters that cannot be resolved to the NM Consolidated Customer Service Center (CCSC).   |

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|                        |                       | Contractors shall agree to never give out CSSD direct telephone numbers. Instead, the State Directory of New Hires shall inform the appropriate Agency staff if a return call appears to be warranted or is explicitly requested by the caller.  |
|                        |                       | Contractors shall agree to track inquiries and monitor the status of all inquiries to insure timely disposition.   |
|                        |                       | Contractors shall agree to provide the Agency with inquiry tracking reports upon request.  |
|                        | iv. Call Wait-Time    | Contractors shall agree to provide easy telephone access to the State Directory of New Hires. The average monthly wait-time during business hours before a caller reaches a live State Directory of New Hires representative shall not exceed two (2) minutes, and the longest individual caller wait-time shall not exceed ten (10) minutes.<br><br>Contractors shall agree to provide the wait-time reports upon request.  |
|                        | v. Bi-lingual service | Contractors shall agree to staff the State Directory of New Hires with a sufficient number of Spanish speaking representatives fluent in conversational Spanish to handle calls placed by Spanish speakers during business hours, so that the longest and average monthly wait-time for Spanish calls does not exceed the standard for English calls.<br><br>Contractors shall agree to include a Spanish language option at the front of all calls. The Spanish option shall conform to the overall call wait-time standards defined above. |
| IV.B.6.c. Project Plan | i. Plan Draft         | Contractors shall agree to submit a draft project plan and recommendations to the Contract Manager within thirty (30) days of contract execution.  |

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|                              | ii. Project Management  | <p>The Project Plan shall describe the Contractor’s understanding of the requirements for operating the State Directory of New Hires as described in the RFP requirements and Contract Terms and Conditions, including a strategy for ensuring quality assurance and customer satisfaction.</p> <p>Contractors shall provide a narrative describing its approach to project management, specifically:</p> <ol style="list-style-type: none"> <li>1. Procedures and controls for managing project resources.</li> <li>2. Procedures, including formats, for providing project updates and status information to Agency management.</li> <li>3. Procedures for responding to inquiries from the Agency.</li> <li>4. Approach for obtaining Agency approvals of deliverables, including</li> </ol> |
|                              | iii. Final Draft        | Offers shall agree to submit a final project plan within fifteen (15) days of receiving written comments on the draft plan from the Contract Manager.   |
| IV.B.6.d. Employer Reporting | i. No Cost to Employers | Contractors shall agree not to charge employers for any costs related to New Hires reporting. Contractors shall agree to be responsible for all costs associated with shipping or mailing magnetic media and shall exchange media with employers in ways that minimize costs for employers to comply.   |
|                              | ii. Receipt of Reports  | Contractors shall agree to receive new hires reports from employers in all of the following formats: email, telephone, FAX, voicemail, postal and express mail, CD, and website. Contractors shall inform employers of all reporting mode options available.  |

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|  | <p>iii. Employer Written Correspondence</p> | <p>Contractors shall agree to maintain a post office address in the name of "State Directory of New Hires" and shall retrieve mail on a daily basis. Any mail that is not strictly New Hires related shall be promptly forwarded to the Agency.</p> <p>Contractors shall agree to respond to written queries within one (1) business day of receipt.</p>  |
|  | <p>iv. Employer Fax Correspondence</p>      | <p>Contractors shall agree to provide a toll-free, never busy, Fax service so that employers can Fax new hires reports any time without waiting for Fax line availability. Fax reports shall be retrieved at least twice every business day.</p>  |
|  | <p>v. W-4 Employer Reporting</p>            | <p>Contractors shall agree to provide the employers the option of reporting by a W- 4 form or, at the employer's option, an equivalent form already in use by the Agency. Contractors shall inform employers that the W-4 is sufficient, but that the Directory will supply them optional forms. The optional forms shall identify which data elements are optional.</p> <p>Contractors may recommend to the Contract Manager the inclusion of additional optional data elements based on the Contractor's experience and the needs of the program.</p> |
|  | <p>vi. Electronic Reporting</p>             | <p>Contractors shall agree to provide the employers the option of electronically reporting via a secure FTP, Web-Upload, or an online interactive form at the employer's option or an equivalent form already in use by the Agency. Contractors shall inform employers that the FTP, Web-Upload, or an online interactive form is sufficient, but that the Directory will supply them optional forms. The optional forms shall identify which data elements are optional.</p>   |

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|   | vii. Duplicate Reporting    | Contractors shall agree to identify, count, and reject all duplicate reports. The duplicates shall be reported to the Agency in a monthly report.  |
|   | viii. Reporting Corrections | Contractors shall agree to contact employers within two (2) business days of receipt of faulty reports to correct incomplete, illegible, or erroneous information.   |
|   | ix. Technical Assistance    | Contractors shall agree to provide technical assistance to employers on the methodology, format, and data elements for reporting to improve the speed, quality, and accuracy of data submitted. Contractors shall agree to provide constructive feedback to employers as needed.   |
| IV.B.6.e. New Hires Directory Reporting | i. Update Directory         | Contractors shall agree to update employer report data in the State Directory of New Hires database within three (3) business days of receipt of the information from the employer.  |
|   | ii. Tracking and Recording  | <p>To ensure tracking of the three (3) day entry requirement, Contractors shall agree to record the date the report was received and the date it was entered into the Directory developed by the Contractor.</p> <p>Contractors shall agree to enter the following information when it is supplied by the employer:</p> <ol style="list-style-type: none"> <li>1. Mandatory:             <ol style="list-style-type: none"> <li>a. Employee's name;</li> <li>b. Employee's address;</li> <li>c. Employee's social security number;</li> <li>d. Employer's name;</li> </ol> </li> </ol> |

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|                    |  | <p>e. Employer's Federal Employer Identification number (FEIN); and</p> <p>f. Optional data sent by employers.</p> <p>g. Payroll processing address;</p> <p>h. Employer e-mail address;</p>   |
| IV.B.6.f. Outreach | i. Develop Program                       | <p>Contractors shall agree to develop an ongoing employer outreach program, approved by the Agency, to inform employers conducting business within the State of the mandated New Hires reporting requirements in full compliance with the requirements of this RFP. The outreach program shall include: Identify and target non-compliant employers to increase compliance.</p> <p>Contractor must conduct additional employer outreach when asked by Agency if an employer campaign is needed. The new lockbox address employer campaign is an example our current vendor was asked to assist.</p> |
|                    | ii. Materials and Mailing                | <p>Contractors shall agree to be responsible for mailings and emails, including, but not limited to, all costs of production, mailing and e-mailing annual outreach packets and State Directory of New Hires brochures.</p> <p>Contractors shall agree to an Agency review and pre-approval of all form letters, brochures, pamphlets, notices, website displays, and press releases created by the Contractor before release.</p> <p>Contractors shall agree to supply the New Mexico Department of Workforce Solutions (DWS) with a sufficient number of State Directory of New Hires.</p>        |
|                    | iii. Notification of Changes             | <p>Contractors shall agree to update all employers on any changes in the reporting procedures, laws, or available options within one month of the change</p>  |
|                    | iv. Notifying Employers for Improvements | <p>Contractors shall agree to identify individual employers whose reporting can be improved in specific ways and notify them of the requested remedial action.</p>  |

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|                             | <p>v. Compliance Analysis and Outreach</p> | <p>Contractors shall agree to identify non-compliant employers in order to target these specific employers and industry groups for outreach.</p>   |
|                             | <p>vi. Non-Compliance Notices</p>          | <p>In concert with the Contract Manager and legal counsel, Contractors shall agree to develop and mail, by certified mail, notices advising employers of intent to assess penalties for non-compliance and the actual assessment notices. These non-compliance notices shall be sequenced so that employers are given ample opportunity to come into compliance before punitive action is taken by the Agency. Notices will be sent upon final approval by the Contract Manager.</p>   |
| <p>IV.B.6.g. IVR System</p> | <p>i. System Requirements</p>              | <p>Contractors shall agree to augment live operator services by installing an interactive voice response (IVR) system. The IVR system shall:</p> <ol style="list-style-type: none"> <li>1. Provide twenty-four (24) hour service seven (7) days a week, with the exception of one (1) hour per day during non-business hours for downloading data, and up to two (2) hours per month during non-business hours for scheduled maintenance.</li> <li>2. Have the capability of rolling calls to the IVR system when operators are not available to take calls from the toll-free lines.</li> <li>3. Contain menu selections in English and Spanish that include general information on new hires reporting (subject to Agency approval), information for callers who need to access the KIDS Line or Child Support Customer Service</li> </ol> |

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|  | <p>ii. Message Retrieval</p>  | <p>Contractors shall agree to retrieve messages from the IVR system every business day at least once every three (3) hours, beginning at 8:00 AM and respond to the caller, when necessary, within one (1) business day of retrieval.</p>  |
|  | <p>iii. Reporting Website</p> | <p>Contractors shall agree to establish a bi-lingual website and provide employers an easy, reliable, and secure method of reporting in this manner. The site will be built to NIST-800-44 Guidelines on Securing Public Web Servers. The presentation of the State Directory of New Hires Internet website shall be subject to Contract Manager approval. Contractors shall agree to work with the Agency’s Webpage Developer to insure the State Directory of New Hires webpage may be accessed from the CSSD, NM DWS, the Unified Portal and other websites. Contractors shall agree to update the website monthly with new information or notices related to the HCA and upon request by the Agency.</p> |

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| <p>IV.B.6.h.<br/>Activity Reports</p> | <p>i. Monthly Summary Report (General)</p> | <p>Contractors shall agree to provide a monthly summary report to the Contract Manager and Agency designated staff. The report shall be delivered in a Microsoft 2010 or higher compatible document format, sent via email. The report shall, at a minimum contain monthly and year-to-date figures on the:</p> <ol style="list-style-type: none"> <li>1) Total number of new hires reports received by type;</li> <li>2) Total number of complete new hires records entered (excluding duplicates);</li> <li>3) Total number of phone calls and source of calls (call inquiry and wait-time reports upon request – see requirement IV.B.6.b.iii and iv);</li> <li>4) Total number of employer notices and brochures mailed by type;</li> <li>5) Number of employer reports requiring corrective action by type;</li> <li>6) Number of mail inquiries by source;</li> <li>7) Number of new employers added to the employer database;</li> <li>8) Number of new employers that mailed an informational packet;</li> <li>9) Number of multi-state employers reporting to NM and the number reporting to other states;</li> <li>10) Number of employers referred to the Agency for non-compliance;</li> <li>11) Identification of employers that remain non-compliant after being contacted by the Contractor;</li> </ol> |
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|   | <p>ii. Monthly Summary Report (Additional)</p> | <p>Contractors shall agree to provide the following additional monthly data:</p> <ol style="list-style-type: none"> <li>1) Dates when data files were sent to public agencies in the period;</li> <li>2) Progress on employer outreach and customer service activities;</li> <li>3) Information on record retention and destruction activities;</li> <li>4) Status of any Contractor corrective action items;</li> <li>5) Identification of any issues that the Agency needs to be made aware of;</li> </ol> <p>and</p> |
|   | <p>iii. Annual Report</p>                      | <p>Contractors must produce and deliver an annual bound report, with appropriate graphics and spreadsheets, to the Contract Manager who in turn will deliver it to HCA Senior Managers. The Annual report shall include:</p> <ol style="list-style-type: none"> <li>1) Achievements Summary;</li> <li>2) Organization and Staffing;</li> <li>3) Customer Service;</li> <li>4) Quality Assurance;</li> <li>5) Employer Outreach Activities;</li> </ol>   |
| <p>IV.B.6.i. Provide Data to Other State Agencies</p> | <p>i. Transmit files</p>                       | <p>Contractors shall agree to produce and transmit New Hires employer data files to the following public agencies in media or transmission protocol, format, quantity, and frequency in the current format used or as directed by the HCA-CSSD Contract Manager. All secure FTP or SFTP Interface System transmission will comply with HCA-ITD FTP standards.</p> <ol style="list-style-type: none"> <li>1) <u>the IV-D Agency (Employer Data).</u></li> <li>2) <u>the IV-D System (New Hire Data)</u></li> </ol>       |

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|  |  | <p>3) <u>the IV-A Agency.</u></p> <p>4) <u>the National Directory of New Hires.</u> Thereafter, the frequency of the transmission to the National Directory shall be no less than within three (3) business days after data entry.</p> <p>5) <u>the New Mexico Department of Workforce Solutions (DWS).</u></p> <p>6) <u>other Public Agencies:</u> Other public agencies may be identified by the Contract Manager as requiring a copy of the directory's new hires data. In such instances, Contractors shall agree to prepare copies in a file format already developed to send to</p> |
| <p>IV.B.6.j. Access to Contractor's System</p> | <p>i. Access for Designated Agency Staff</p> | <p>Contractors shall agree to provide access for the designated Agency staff to access the State Directory of New Hires to research specific individuals associated to a specific HCA case. In making available this access, Contractors shall agree to safeguard against abuse, misuse, or breach of confidentiality of information contained in the State Directory of New Hires. The information available for viewing shall include the medical insurance availability indicator that the employer reported for an individual.</p>  |
| <p>IV.B.6.k. Vacancies</p>                     | <p>i. Notification</p>                       | <p>Contractors shall agree to notify the Contract Manager of core staff vacancies and new hires within two (2) business days.</p>   |
| <p>IV.B.6.l. Non-Compliance</p>                | <p>i. Corrective Action Plan</p>             | <p>Upon written notification by the Contract Manager of non-compliance with the terms of the contract agreement, Contractors shall agree to provide a written Corrective Action Plan to the Contract Manager within seven (7) days. On approval of the Corrective Action Plan by the Contract Manager, Contractors shall agree to comply with the terms of the Corrective Action Plan.</p>  |

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| IV.B.6.m. Complaints, Conflict, and Issue Reporting | i. Agency Notification          | Contractors shall agree to notify the Contract Manager within one (1) business day after the Contractor has received a complaint against the Contractor’s staff. The Contractor shall satisfactorily respond to the complaint within one (1) business day or shall provide the Agency a schedule for resolution of the complaint. Complaints about issues not under the Contractor’s control, such as those against CSSD policy, judges’ orders, or State law, do not apply. |
|   | ii. Agency Constituent Services | Contractors shall agree to communicate with Agency Constituent Services staff to identify, exchange information on, and appropriately resolve registered customer complaints regarding the State Directory of New Hire contractual services.   |
| IV.B.6.n. Inspections                               | i. Office Inspections by State  | Contractors shall agree to full office inspections by State officials during State business hours.   |
| IV.B.6.p. Billing                                   | i. Monthly Invoices             | Contractors shall agree to submit monthly invoices by the 15th of the following month containing the summary and detail report of the total number of completed new hires records entered (excluding duplicates), and the cost per transaction, including the taxes and subtotal. Payment will be rendered on approved invoices based on the number of verified transactions.  |

**1. Transition Plan**

| Requirement | Sub Tasks | Description |
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| IV.B.7.a. Transition Plan | i. General Requirements | Contractors shall agree to provide a Transition Plan that reflects the Agency's needs and shall provide adequate opportunity to plan and accomplish the transfer of functions and activities efficiently. The Plan shall include all tasks necessary to prepare for and execute a transition from the current provider, and will provide all services required pursuant to this RFP. It shall encompass and be consistent with all other work plans described as deliverables |
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|  |                          | <p>below. The proposal shall include a narrative of the plan in sufficient detail to describe the strategy, scope, milestones, high level deliverables, estimated hours, assigned staff, success measures, and acceptance process for the deliverable as well as a timeline in MS Project.</p>  |
|  |                          | <p>Contractors shall agree to work cooperatively with State and federally designated technical staff, the outgoing Contractor, and the Agency to perform all services required to ensure a smooth and seamless transition of all data and services from the outgoing Contractor within two (2) months.</p>  |
|  | <p>ii. Written Plan</p>  | <p>Contractors shall agree to submit to the Agency for approval, a final comprehensive written Transition Plan within fourteen (14) days after the date that the State Directory of New Hires contract is signed by the State Purchasing Agent (SPA).</p>   |
|  | <p>iii. Plan Content</p> | <p>The Contractor’s plan shall include the methodology for transferring business and technical knowledge from the outgoing Contractor, including: the transfer of all documents and documentation (including all notes, working papers, and draft documents), all State Directory of New Hires application components, and all data within the incumbent’s development and application environment.</p> |

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|  |  | <p>The Contractor’s plan shall:</p> <ol style="list-style-type: none"> <li>1. Address how the Contractor will ensure no disruption in service.</li> <li>2. List the number of transition staff to be utilized and maintained in New Mexico during the Transition Phase;</li> <li>3. Detail all the tasks to be performed and each transition staff member;</li> <li>4. Address the orientation and training of all proposed contract staff.</li> </ol> |
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|  |                                     | <p>6. Identify the Agency staff resources needed to complete the transition;</p> <p>7. Include the proposed office location and associated activities for the office setup during the transition; and</p>   |
|  | iv. Approval of Written Plan        | Contractors shall agree to Agency review and approval of the plan prior to implementation. (The Agency will communicate, in writing, acceptance or rejection of the plan, or parts of the Plan, and assign a date for completion of the revision if necessary.) |
|  | v. Reporting                        | Contractors shall agree to provide weekly reports to the Contract Manager on status of the transition, highlighting issues that require resolution (including technical issues).  |
|  | vi. Liaison(s)                      | Contractors shall agree to provide liaison(s) for the Agency technical staff, ITD, DoIT, and telephone service providers statewide as necessary.  |
|  | vii. Security                       | Contractors shall agree to ensure that systems are configured so that data transferred to and from the State Directory of New Hires from all sources is secure from attempts at illegitimate access or use of the system.                                       |
|  | viii. Onsite Senior Project Manager | Contractors shall agree to make the Senior Project Manager available in Santa Fe during the Transition Phase and by request to meet with Agency representatives.  |
|  | ix. Follow-up with Incumbent        | Contractors shall agree to follow-up with the outgoing Contractor on all previously requested information.  |

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|  | <p>x. Overruns</p> | <p>If, at the end of the Transition Phase, the Contractor has not met the requirements of the Transition Phase as a result of its own actions or inactions, resulting in the Agency having to continue to keep the outgoing Contractor for additional weeks or months beyond June 30th of the contract fiscal year, the Contractor shall be considered in breach of the potential contract. Should such an event occur, Contractors shall agree to work with the outgoing Contractor to ensure that the transition is completed within no more than thirty (30) days from the end of the two (2) month transition period, and the Contractor will not be compensated for its services during that period until the Agency agrees in writing that the transition has been completed.</p> |
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**2. Turnover Plan**

| <b>Requirement</b>             | <b>Sub Tasks</b>        | <b>Description</b>  |
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| <p>IV.B.8.a. Turnover Plan</p> | <p>i. General</p>       | <p>Contractors shall agree to assist the Agency and fully cooperate with other parties on the turnover of all applicable business operations and data to the Agency or subsequent Contractor upon contract expiration or termination.</p>   |
|                                | <p>ii. Written Plan</p> | <p>Contractors shall agree to submit, in both hardcopy and electronic versions, a project Turnover Plan to the Contract Manager within ninety (90) days after the date that the State Directory of New Hires contract is signed by the SPA. The Plan shall be updated by the Contractor on an as-needed basis as long as the Contract is in effect, or upon Contract termination.</p> |

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|  | <p>iii. Plan Content</p>                | <p>The Contractor’s plan shall include the methodology for transferring business and technical knowledge to the subsequent Contractor’s application development environment, including the transfer of all documents and documentation (including all notes, working papers, and draft documents), all State Directory of New Hires application components, and all data within the Contractor’s development environment as described in Section IV.C.</p> <p>The Contractor’s plan shall include other requested information that the Agency, in its sole discretion, believes is necessary to effectuate a smooth turnover to the contract successor or the Agency.</p> |
|  | <p>iv. Follow-Up</p>                    | <p>Contractors shall agree to work with the contract successor to transition previously requested information.</p>  |
|  | <p>v. Calls Received After Turnover</p> | <p>Contractors shall agree to ensure that calls received after the expiration/termination of the contract are transferred to the NM CCSC.</p>   |