

Information Technology Division
 Health Care Authority
MEMORANDUM

Date: October 31, 2024

To: Andrea Sisneros
 Contract Management and Procurement Bureau Chief

From: Mario Gonzalez
 Project Management Bureau Chief

Subject: Aunt Bertha Contract 25-630-8000-0033

Per Policy 105.1.4 regarding contract routing, the following table addresses the required policy items for contract approval.

No.	Item per Policy 105.1.4	Description
1.	Date document routed through DocuSign	Expected late October contingent upon ASD and DFA processing.
2.	Deadline to return signature	Contingent upon DocuSign routing process, request immediate signature to prevent project delays.
3.	To Cabinet Secretary	Kari Armijo, Cabinet Secretary because this is under a HCE.
4.	Through (Name(s) and Division of individual(s) who reviewed and approved document, e.g. Division Director, Manager, OGC)	Andrea Sisneros, HSD Contract Manager Terms and Conditions approved by OGC.
5.	From (Name of individual requesting signature and Division)	Mario Gonzalez, Project Management Bureau Chief on behalf of MAD
6.	Document Name	Aunt Bertha Contract 25-630-8000-0033
7.	Document Overview (Document purpose and contents, including why the document needs to be signed by the Cabinet Secretary, Deputy Secretary, and/or designee (1-5 sentences))	This contract supports the professional services to implement the Closed Loop Referral System (“Aunt Bertha”) for MAD.

STATE OF NEW MEXICO
Health Care Authority

INFORMATION TECHNOLOGY AGREEMENT

Agreement No. 25-630-8000-0033

THIS INFORMATION TECHNOLOGY AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), **Health Care Authority**, hereinafter referred to as “Procuring Entity” and **Aunt Bertha, A Public Benefit Corporation d/b/a Findhelp (vendor 0000182209)**, hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.”

RECITALS

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq.*; and Procurement Code, NMAC 1.4.1 *et seq.*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Entity has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the **Closed Loop Referral Service Request for Quotes** dated **October 2023** and Contractor’s response to such document(s) are incorporated herein by reference; and

WHEREAS, the Procuring Entity intends to subscribe to Contractor’s proprietary cloud hosted Closed Loop Referral Service to improve coordination of community health care and service providers under the direction of the Procuring Entity; and

WHEREAS, the Procuring Entity Chief Procurement Officer (CPO) has determined that this agreement is exempt from the provisions of the New Mexico Procurement Code (NM Stat § 13-1-98.1) as the services involved will likely reduce health care costs, improve quality of care, or improve access to care.

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by Procuring Entity’s ELR (“ELR”).
- B. “Agency CIO” means Procuring Entity’s Chief Information Officer.
- C. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
- D. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
- E. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Entity or client information as the term is defined in State and/or Federal statutes or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Entity or any other State office or Entity as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Entity or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Entity, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.
- G. “Contract Manager” means a Qualified Person designated by Procuring Entity who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be **Lorrina Rivera, MMISR Project Director** or her/his Representative.
- H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Entity and/or Contractor which Procuring Entity owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Entity and/or Contractor, to further Procuring Entity’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, Procuring Entity’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect Procuring Entity’s ability to further its Mission.
- I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- J. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Entity according to the Scope of Work.

- K. “DoIT” means the New Mexico State Department of Information Technology.
- L. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.
- M. “Employees” means stockholders, directors, officers, employees and agents.
- N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third-party escrow agent (“Escrow Agent”), and held by Escrow Agent until Procuring Entity Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Entity will receive the legal document, *e.g.*, Source Code, from Escrow Agent.
- O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
- P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Entity or the Representative of the Executive Level Representative. Under the terms of this Agreement, the Executive Level Representative will be **Kyra Ochoa, HCA Deputy Secretary** or her/his Representative.
- Q. “GRT” means New Mexico gross receipts tax.
- R. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
- S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form, whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). Procuring Entity will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the Procuring Entity’s Pre-Owned IP. Together, any and all combinations of Procuring Entity’s Pre-Owned IP and Work Made for Hire will comprise “Procuring Entity IP.”
- T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Entity retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.

- U. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
- V. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Entity. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
- W. “Performance Bond” means a surety bond which guarantees against Contractor’s Default as well as Contractor’s full performance of its obligations hereunder.
- X. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Entity according to the Scope of Work.
- Y. “Project Manager” means a Qualified Person appointed by Procuring Entity who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Entity. The Project Manager for this Project is **Roberto Martinez, CLRS Program Manager** or her/his Representative.
- Z. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
- AA. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Entity to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
- BB. “Representative” means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
- CC. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.”
- DD. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- EE. “State” means the State of New Mexico.
- FF. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or her/his Representative.
- GG. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.
- HH. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Entity hereunder.
- II. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.

- JJ. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- KK. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Entity to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Entity or to a third party.
- LL. Closed Loop Referral System means, collectively, (1) the Aunt Bertha proprietary hosted and managed community referral system, subscriptions, and ancillary services providing a cloud based service; (2) the associated library of the methodologies, tools, instructions, manuals, templates, documents, documentation, processes, procedures, formulas, algorithms, predictive models, transformations, rules, checklists, order sets, protocols, guidelines, techniques, and know-how that are implicated by the system; (3) any and all formats, forms, functions, algorithms, sanitization processes, rationalization and interfaces used in migrating, organizing, analyzing, or presenting data and third party data; and (4) the infrastructure (including hardware, software, networks, connectivity, security, tools, and other resources) as necessary to host, manage and deliver all of the foregoing. The system constitutes Pre-Owned IP of the Contractor and is licensed pursuant to a separate agreement.

ARTICLE 2 – SCOPE OF WORK

- A. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Entity. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Entity may declare Contractor to be in Default hereunder. In the event Procuring Entity declares Contractor to be in Default, Procuring Entity will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Entity a written response that advises Procuring Entity concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent Procuring Entity from exercising Procuring Entity’s rights pursuant to Article 6 or Article 16, below.
- C. Schedule. Contractor will deliver the final Deliverables to Procuring Entity on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Entity’s prior written consent, according to the Amendment process stated in Article 25, below.

- D. License. Not Applicable. The Parties agree there is no License. The Parties agree this Agreement is for professional services only. Subscription costs for licenses or other related services are procured under a separate agreement(s) or purchase order(s).
- E. Source Code. Not Applicable. The Parties agree there is no Source Code.
- F. Procuring Entity's Rights.
1. Rights to Software. Not Applicable. The Parties agree that this is an agreement pertaining only to professional services and does not involve the provision or use of Software.
 2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for Procuring Entity, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
 3. Protection of Data. Contractor will protect and safekeep all of Procuring Entity's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Entity's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Entity's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
 4. Rights to Data. Any and all data collected by Contractor's service related to this Agreement or its affiliated systems will be used only for service delivery and will be secured consistent with the requirements of this Agreement.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. Procuring Entity will pay Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.
- B. Payment. **The total compensation hereunder will not exceed \$9,820,168.00, including New Mexico gross receipts tax.** This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Entity pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Entity before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Entity pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

Procuring Entity will pay Contractor upon Procuring Entity's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Entity will forward its payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Entity will tender payment to Contractor within thirty (30) days of the date of Procuring Entity's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Entity no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by Procuring Entity later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

- C. Taxes. **Contractor will be reimbursed by Procuring Entity for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department.** Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Entity harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

- D. Retainage. The Parties agree retainage does not apply to this Agreement.
- E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

- F. Modified Reimbursement Schedule. Parties agree that if contract compensation is contingent upon federal funds, then payment may be delayed until federal funds are received. Any accepted deliverables or services received will be payable when federal funding is made available prior to contract term date. Any deliverables not submitted or held contingent upon federal funding will be deemed timely if submitted when funds are available prior to contract term date.

ARTICLE 4 – ACCEPTANCE

- A. Submission. Contractor will submit finished Deliverable(s) on or before the due date for the Deliverable(s) as required in Exhibit A, Statement of Work. Additionally, if required by the Procuring Entity, the Contractor will submit any draft versions of the Deliverable(s), or portions thereof, on a date or schedule approved by the Procuring Entity.

Upon written acceptance by the Procuring Entity of the finished Deliverable(s) submitted by the Contractor, as set forth in Article 2 and Exhibit A, Contractor shall submit to Procuring Entity a Payment Invoice with a description of the Deliverable(s) according to, or lower than, the Deliverable price stated in the SOW. Each Payment Invoice shall be for an amount up to the not-to-exceed fixed Deliverable(s) price as set forth in Article 2 and Exhibit A, less retainage as set forth in Exhibit A.

- B. Acceptance. In accordance with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the finished Deliverable(s) provided meets specifications. No payment shall be made for any finished Deliverable until the individual finished Deliverable that is the subject of the Payment Invoice has been “Accepted,” in writing, by the Executive Level Representative.

To Accept the Deliverable(s), the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable(s) and determine, at a minimum, that the Deliverable(s):

1. Meets or exceeds the Deliverable requirements stated in the SOW; and
2. Complies with the terms and conditions of the **Closed Loop Referral System Request for Proposal dated October 2023**; and
3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
4. Complies with all other of Contractor’s requirements, duties and obligations hereunder.

If the final Deliverable(s) is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days, or other such period as approved by the Procuring Entity, from the date the Executive Level Representative receives the Deliverable(s).

- C. Rejection. If the ELR fails to give Contractor notice of Procuring Entity’s rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Entity.

In the event the ELR rejects the Deliverable following the ELR’s Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice

together with a consolidated set of comments (“Comments”) indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable.

Upon Contractor’s receipt of the ELR’s rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Entity together with Contractor’s revisions, corrections and/or modifications made according to the ELR’s Comments.

Upon receipt of Contractor’s revised, corrected or modified (“Revised”) Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review.

The ELR will then issue a written determination of Procuring Entity’s acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Entity’s receipt of the Revised Deliverable.

In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor’s planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable.

Contractor’s remediation plan must be accepted by the ELR prior to Contractor’s implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Entity all of Procuring Entity’s monetary damages associated with Contractor’s failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor’s late delivery of the Deliverable.

In the event ELR rejects a Deliverable three times, Procuring Entity may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Entity may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE APPROVAL SIGNATURE THE PROCURING ENTITY CABINET SECRETARY.

This Agreement will terminate on **June 30, 2028**, unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed four years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

This Agreement falls within the exception to the four-year limitation established by NMSA 1978, §13-1-150(B)(1) for services required to support or operate federally certified Medicaid, financial assistance, and child support enforcement management information or payment systems and will not exceed eight (8) years.

ARTICLE 6 – TERMINATION

- A. Grounds. Procuring Entity may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Entity materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Entity to be in Default.
- B. Appropriations. Procuring Entity may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Entity's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Entity terminates this Agreement pursuant to this subparagraph B, Procuring Entity will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.
1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Entity will give Contractor written notice of Procuring Entity's intended termination at least thirty (30) days prior to the effective termination date.
 2. Contractor will give Procuring Entity written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Entity's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Entity should implement to cure such material Default(s). Contractor's termination notice to Procuring Entity will only take effect: (i) if Procuring Entity fails to commence curing Procuring Entity's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Entity cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Entity will issue a written notice to Contractor concerning: (a) Procuring Entity's intent to cure, and (b) Procuring Entity's commencement of the due diligence necessary to cure its material Default.
 3. Notwithstanding the foregoing, Procuring Entity may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Entity may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.
- D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Entity's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Entity for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING Entity'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Entity's other rights to receive Deliverables and other property hereunder, Contractor will:
1. Transfer, deliver, and/or make readily available to Procuring Entity every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Entity has a financial interest, including but not limited to, any and all Procuring Entity Data and/or Procuring Entity Intellectual Property;
 2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Entity's prior written approval;
 3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Entity may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
 4. Take and effect all actions as Procuring Entity may direct, for the protection and preservation of the Deliverables, the Data, Procuring Entity's Intellectual Property and all other all Procuring Entity property as well as any and all records pertaining to, related to and/or required hereunder;
 5. Agree in writing that Procuring Entity is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Entity prior to the termination;
 6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Entity's administration continuity with respect to Procuring Entity's ongoing projects and programs;
 7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Entity from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Entity within thirty (30) days of the date of Procuring Entity's request to Contractor for remittance of the funding reduction(s);
 8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Entity for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Entity following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;
 9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Entity's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state

Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Entity's transition of the Project to a third party; and (2) Contractor's cooperation with Procuring Entity and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Entity and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Entity of any and all documents, files, Procuring Entity Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Entity IP and other materials. Upon receipt of Procuring Entity's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Entity a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Entity's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Entity IP and other materials, whether provided by Procuring Entity or created by Contractor hereunder.

- B. Procuring Entity. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Entity will:
1. Retain ownership of all Deliverables, Procuring Entity's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
 2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Entity prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. Contractor will defend, indemnify and hold harmless Procuring Entity, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Entity, the Risk Management Division of GSD, and DoIT.
- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Entity, as necessary, to satisfy any outstanding claim that Procuring Entity may have against Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. Procuring Entity IP will solely belong and inure to Procuring Entity for Procuring Entity's sole and exclusive use and benefit. Procuring Entity will own and control all right, title and interest to Procuring Entity IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Entity IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill Contractor's obligations hereunder. Contractor will not disclose Procuring Entity IP to any entity or person outside of Procuring Entity absent Procuring Entity's prior written permission.

Contractor will notify Procuring Entity, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s), all of which IP will be considered Work For Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Entity. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Entity IP in any person or entity other than Procuring Entity.

In the event, by judgment of a court of competent jurisdiction, Procuring Entity IP is deemed not to have been created or owned by Procuring Entity, Contractor will grant to Procuring Entity and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Entity's and/or the State's continued use. Procuring Entity, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Entity IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

In the event Procuring Entity grants Contractor the right to own and/or use any Procuring Entity IP, Contractor hereby acknowledges and grants to Procuring Entity and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, sell, trade, transfer, transmit, use, copy and modify any and all Procuring Entity IP.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

- A. **Intellectual Property License.** For the purpose of this Agreement, Contractor hereby grants Procuring Entity a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as Procuring Entity utilizes the Software, Source Code and other Deliverables.

Contractor does not grant Procuring Entity any right or license to utilize Contractor's Unrelated Pre-Owned IP. If Contractor expects that any of Contractor's Pre-Owned IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the Procuring Entity aware of such Pre-Owned IP in order to eliminate questions of ownership of such IP.

- B. **Intellectual Property Indemnification.** At Contractor's sole expense, Contractor will defend Procuring Entity, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay

all costs, damages and attorney's fees and monetary damages that may be awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Entity will:

1. Give Contractor written notice, within forty-eight (48) hours of Procuring Entity's receipt of an Infringement Claim;
 2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
 3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).
- C. Procuring Entity's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Entity hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:
1. Provide Procuring Entity the right to continue using the product, Service or Deliverable and fully indemnify Procuring Entity against any and all third Infringement Claim(s) that may arise from Procuring Entity's use of the product, Service or Deliverable;
 2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
 3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Entity owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Entity to the extent the modification is the direct cause of the Infringement Claim.

ARTICLE 11 - WARRANTIES

- A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the "Applicable Specifications"). Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.
- B. Software. Not Applicable. The Parties agree there is no Software.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor’s key personnel (“Key Personnel”) will not be diverted from this Agreement absent Procuring Entity’s prior written approval. Key Personnel are those individuals Procuring Entity considers to be mandatory for the work to be performed hereunder. Contractor’s Key Personnel hereunder will be:

Name	Title	Role
Rachel Lauderdale	Vice President of Customer and Community Success	Executive Contact
Jaffer Traish	Chief Operating Officer	Executive Sponsor
Lisa Bond	Sr. Gov Account Director	Account Director
Alison Steinbacher	Sr. Customer Success Manager	Project Manager
Heather Dender	Customer Training Program Manager	Training Manager

- B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor’s other personnel of equal or superior ability, experience, and qualifications. Contractor’s personnel replacements must be pre-approved in writing by Procuring Entity’s Project Manager. For all of Contractor’s personnel, Procuring Entity reserves the right to require submission of their resumes prior to receiving Procuring Entity’s approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Entity’s prior written approval. Procuring Entity, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor’s replacement of its personnel. Contractor will include status reports to Procuring Entity concerning Contractor’s personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor’s personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor’s personnel. Procuring Entity reserves the right to require a change in Contractor’s personnel in the event Contractor’s personnel are not, in Procuring Entity’s sole and exclusive determination, meeting Procuring Entity’s standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to Procuring Entity. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Entity.

ARTICLE 14 - CHANGE MANAGEMENT

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor or Procuring Entity Project Manager, will submit a Change Request to Procuring Entity. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
 - (a) the name of the person requesting the Change;
 - (b) a summary of the requested Change;
 - (c) the start date for the requested Change;
 - (d) the reason and necessity for the requested Change;
 - (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
 - (f) the impact of the Change upon the Project.
2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor's cooperation includes, but is not limited to:
1. Providing the Project documentation;
 2. Allowing the IV&V vendor to attend Project related meetings; and
 3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.

ARTICLE 16 – DEFAULT

In case of Contractor's Default, for any reason whatsoever, Procuring Entity and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. Procuring Entity and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Entity irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Entity. Contractor consents to Procuring Entity's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Entity's right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Entity may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Entity to any equipment or its installation or for losses caused by Procuring Entity's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Entity or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

ARTICLE 19 – ASSIGNMENT

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Entity's prior written approval.

ARTICLE 20 – SUBCONTRACTING

- A. **General Provision.** Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Entity's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or obligate Procuring Entity to make a payment, either directly or indirectly, to any subcontractor.
- B. **Responsibility for Subcontractors to Maintain Confidentiality.** Contractor will not disclose any of Procuring Entity's or State's Confidential Information to a subcontractor absent Procuring Entity's prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Entity to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

Contractor's Acceptance of Procuring Entity's final payment made hereunder will operate as Contractor's full release of Procuring Entity, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Confidential Information that Procuring Entity provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Entity during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Entity's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Entity within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Entity's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Entity, or (b) to protect and keep Confidential Information secret may result in Procuring Entity's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 – CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act,

Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of **three (3) years**] from the date of Procuring Entity's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Entity, DoIT's CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office. Procuring Entity will have the right to audit Contractor's billings prior and subsequent to each of Procuring Entity's payments made to Contractor. Procuring Entity's payment for the Deliverables hereunder will not foreclose Procuring Entity's right to recover Procuring Entity's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

ARTICLE 25 - AMENDMENT

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. In the event 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 on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Contractor will 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. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning 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>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of \$250,000 or more.

ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- A. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative.

Notices will be addressed as follows:

For PROCURING Entity
Kyra Ochoa, Deputy Cabinet Secretary
Human Services Department
1474 Rodeo Rd.
Santa Fe, NM 87505
elisa.wrede@hsd.nm.gov

For CONTRACTOR
Tyler Hartung, VP of Finance
3616 Far West Blvd
Austin, TX
tyler@findhelp.com

Any change made concerning either a change of address or a replacement of a Party's Representative must be made by an email, or a hard copy letter addressed to the other Party's Representative.

ARTICLE 29 – GENERAL PROVISIONS

- A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:
1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
 2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
 3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the American with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public.
 4. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Entity.
- B. Applicable Law. The laws of the State will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will 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 hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and

subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

- E. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

ARTICLE 30 - SURVIVAL

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement.

ARTICLE 31 - TIME

Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

ARTICLE 33 PERFORMANCE MEASURES

The Contractor shall perform to the satisfaction of the Procuring Entity the Performance Measures set forth in Exhibit 1, as determined within the sole discretion of the Procuring Entity. In the event the Contractor fails to obtain the results described in Exhibit 1, the Procuring Entity may provide written notice to the Contractor of the Default and specify a reasonable period of time in which the Contractor shall advise the Procuring Entity of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the Procuring Entity from exercising its rights pursuant to Article 6 or Article 16.

ARTICLE 34 – FEDERAL APPROVALS and COMPLIANCE

Office of Child Support Enforcement Approvals. Per 45 CFR 75.308(c)(1), changes in key personnel listed in this contract and Office of Child Support Enforcement applications or federal awards must be approved by the Office of Child Support Enforcement.

Federal Compliance. Contractor will comply with federal contracting standards as required by 45 CFR 75.330(b)(6) and detailed by 45 CFR 75.330(b) (1-5).

This Contract shall be construed in accordance with and is subject to 45 CFR §75.112; §75.328(a); 75.328(b)&(c)(1)&(2), as applicable.

This contract shall be construed in accordance with and is subject to the laws and rules of the State of New Mexico, as well as the Federal Government, as mandated by 45 CFR 75.326, 45 CFR 75.302, 45 CFR 75.303, and 45 CFR 75.327(a).

ARTICLE 35 - 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 Procuring Entity 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 Procuring Entity'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 Procuring Entity, the Procuring Entity 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 Procuring Entity when it requests subcontractor approval from the Procuring Entity. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state, or local department or agency, the Procuring Entity may refuse to approve the use of the subcontractor.

ARTICLE 36 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

- A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, 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 Procuring Entity, termination of the Agreement.

ARTICLE 37 - 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."

ARTICLE 38 – DRUG FREE WORKPLACE

- A. Definitions. As used in this paragraph—
 - 1. "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.
 - 2. "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.
 - 3. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
 - 4. "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.

5. "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.
 6. "Individual" means a contractor that has no more than one employee including the 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 contract with a copy of the statement 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 Agreement, 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 5 days after such conviction;
 5. Notify Procuring Entity in writing within 10 days after receiving notice under B. (4)(b) 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 30 days after receiving notice under B.(4)(b) 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 paragraph.
- C. The Contractor, if an individual, agrees by entering into this Agreement not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- D. In addition to other remedies available to the Procuring Entity, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this Agreement and subject the Contractor to suspension of payments under the Agreement and/or termination of the Agreement in accordance with paragraph 4, above.

ARTICLE 39 - 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 Procuring Entity, subject to which an auditor acting pursuant to this Agreement finds were expended, or to which appropriate federal funding agencies take exception and request reimbursement through a disallowance or deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations.
- C. If the Procuring Entity 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 Procuring Entity 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.

ARTICLE 40 – PERFORMANCE

In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by its employees, its subcontractors, and/or Business Associates (BA), as applicable, with the following requirements:

- A. All work will be performed under the supervision of the Contractor, the Contractor's employees, and the Contractor's subcontracted staff.
- B. If applicable, the Contractor and the Contractor's employees with access to or who use Federal Tax Return Information (FTI) must meet the background check requirements defined in IRS Publication 1075.
- C. The Contractor agrees that, (1) if Federal Tax Information (FTI) is introduced into Contractor's information systems, work documents, and /or other media by written agreement, any FTI as described in 26 U.S.C. § 6103, limited to FTI received from, or created on behalf of Procuring Entity by Contractor; (2) if Protected Health Information (PHI) as defined in 45 C.F.R. § 160.103, limited to PHI received from or created on behalf of Procuring Entity by Contractor; or (3) Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from or created on behalf of Procuring Entity by Contractor pursuant to the Services; collectively referred to hereafter as Confidential Information made available to Contractor shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and will not be divulged or made known in any manner to any person or entity except as may be necessary in the performance of this contract. Inspection by, or disclosure to, any person or entity other than an officer, employee, or Business Associate is prohibited.
- D. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection by the Contractor as required for the source material.
- E. The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosure.
- F. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Procuring Entity or his or her designee. 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 Procuring Entity, or his or her designee, with a statement containing the date of destruction, description of material destroyed, and the method used.
- G. All computer systems processing, storing, or transmitting Confidential Information including FTI must meet the requirements defined in IRS Publication 1075, HIPAA Privacy Rule (45CFR Part 160 and Subparts A and E of Part 164), HIPAA Security Rule (45CFR. Part 160 and Subparts A and C of Part 164); and/or any other federal requirements that may apply to this contract. To meet functional and assurance requirements, the security features of the environment must provide security across relevant managerial, operational, and technical controls. All security

- features must be available and activated to protect against unauthorized use of and access to Confidential Information including FTI.
- H. No work involving Confidential Information including FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS and Procuring Entity.
 - I. The Contractor will maintain a list of employees with authorized access to Confidential Information including FTI. Such list will be provided to the Procuring Entity and, upon request, to the IRS reviewing office.
 - J. The Procuring Entity will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.
 - K. All incidents affecting the compliance, operation, or security of the Procuring Entity's Confidential Information including FTI must be reported to the Procuring Entity. The Contractor shall notify the Procuring Entity of any instances of security or privacy breach issues or non-compliance promptly upon their discovery, but no later than a period of 24 hours (as stated above). Notification shall include a description of the privacy and security non-compliance issue and corrective action planned and/or taken.
 - L. The Contractor must provide the Procuring Entity with a summary of a corrective action plan (if any) to provide any necessary safeguards to protect PII from security breaches or non-compliance discoveries. The corrective action plan must contain a long-term solution to possible future privacy and security threats to Personally Identifiable Information (PII). In addition to the corrective action, the Contractor must provide updates as to the progress of all corrective measures taken until the issue is resolved. The Contractor shall be responsible for all costs of implementing the corrective action plan.
 - M. The Procuring Entity will have the right to seek remedies consistent with the liability terms of this Agreement and/or terminate the Agreement if the Contractor and/or Business Associate fails to provide the safeguards or to meet the security and privacy requirements to safeguard FTI, PHI, and PII as described above, consistent with the liability and/or termination clauses herein.
 - N. All client files and patient records created or used to provide services under this Agreement, as between the parties, are at all times property of Procuring Entity. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon consideration and mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries, and subcontractors agree to the extension of all protections, limitations, and restrictions required of Business Associate hereunder.
 - O. Procuring Entity Personally Identifiable Information (PII) cannot be accessed by Procuring Entity employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, Procuring Entity PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

ARTICLE 41 - CRIMINAL/CIVIL SANCTIONS

- A. It is incumbent upon 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 her/his employment or official position, has possession of or access to Procuring Entity 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 disclose the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- B. Contractor agrees that granting access to PHI and PII must be preceded by certifying that each individual understands the Procuring Entity's applicable security policy and procedures for safeguarding PHI and PII. Contractors must maintain their authorization to access PHI and PII through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review.

ARTICLE 42 – INSPECTION

The Procuring Entity shall have the right to send its inspectors into the offices and/or plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to this Agreement. On the basis of such inspection specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

The Contractor shall grant access to affiliated federal agencies supporting this Contract consistent with 45 CFR 95.615.

ARTICLE 43 - 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.
- C. If the Contractor's performance of its obligations under the terms of this agreement qualifies it as a Business Associate of the Procuring Entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, the Contractor agrees to execute the Procuring Entity Business Associate Agreement (BAA), attached hereto as Exhibit 2, and incorporated herein by this reference, and comply with the terms of the BAA and subsequent updates.

**ARTICLE 44 - CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH LAWS
AND REGULATIONS RELATING TO INFORMATION TECHNOLOGY**

The Contractor agrees to monitor and control all its employees, subcontractors, consultants, or agents performing the Services under this Agreement in order to assure compliance with the following regulations and standards as far as they apply to Contractor's processing or storage of Procuring Entity's Confidential Information or other data:

1. The Federal Information Security Management Act of 2002 (FISMA);
2. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
3. The Health Information Technology for Economic and Clinical Health Act (HITECH Act);
4. IRS Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies to include any Service Level Agreement requirements;
5. Electronic Information Exchange Security Requirements, Guidelines, And Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration; and
6. NMAC 1.12.20, *et seq.* "INFORMATION SECURITY OPERATION MANAGEMENT"
7. CMS Minimum Acceptable Risk Standards for Exchanges (MARS-E), v. 2.2, 9/16/21

ARTICLE 45 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.

ARTICLE 46 MEDIA

Contractor shall not release or distribute, via news media, social media, or any other consumable media source, any Agreement-related information, including but not limited to, information regarding Contractor's work under the terms of the Agreement, or the status of the work under the Agreement, without the prior express consent of Procuring Entity. The Contractor's request to release any Agreement information shall contain a copy of the specific information the Contractor is seeking approval to release and a description of the intended form of release. This provision shall survive the term of this Agreement.

ARTICLE 47 CLEAN AIR CLEAN WATER ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to the Procuring Entity and the Regional Office of the Environmental Protection Agency (EPA).

ARTICLE 48 FEDERAL LICENSE

- A. General. The Procuring Entity will have all ownership rights or copyright options in software, or modifications thereof, and associated documentation which is designed, developed, or installed with federal financial participation.
- B. Federal License. The affiliated federal department supporting this contract reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such software, modifications, and documentation.
- C. Proprietary Software. The Contractor shall not be subject to the federal license provisions in paragraph B or the Procuring Entity ownership provisions in Paragraph A of this Article for proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public.
- D. Software as a Service. For Software as a Service which provides the Procuring Entity a subscription to Contractor's proprietary applications or services, the Contractor shall provide the Procuring Entity change or configuration documentation related to Procuring Entity and/or federal compliance directives, policies, operation requirements, and/or statutory or regulatory requirements. Software as a Service is not subject to the federal license, or the Procuring Entity ownership provisions as stated above in this Article.
- E. Data. The Procuring Entity and the federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under this contract and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

DS
DF

By: Kari Armijo Date: 11/6/2024
1BA9EB5EAD00499...
Kari Armijo, HCA Cabinet Secretary

Signed by:
By: Tyler Hartung Date: 11/4/2024
D86E2EB45A45435...
Tyler Hartung, VP of Finance, Aunt Bertha

Approved for legal sufficiency:
By: Mark Reynolds Date: 11/6/2024
6241C19C1E01414...
Mark Reynolds, HCA, General Counsel

Approved for financial sufficiency:
By: Carolee A. Graham Date: 11/6/2024
FB15A98045214DA...
Carolee Graham, HCA, Chief Financial Officer

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: 03-645001-004
By: AnnMarie Lucero Date: 11/12/2024
A1E23206AE074AA...
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

EXHIBIT 1-Scope of Work

I. Purpose:

The Purpose of this Agreement is for the Contractor to provide professional services to deliver Contractor's proprietary hosted Close Loop Referral System ("Aunt Bertha") to enable health or other service-based entities to coordinate services delivered to beneficiaries.

The Outcome of this Agreement will be the implementation of a software subscription service supported by the Contractor to facilitate referrals between participating providers and state agencies consistent with the policies and requirements as set out by the Procuring Entity (Health Care Authority) in a manner that will reduce health care costs, improve quality of care, or improve access to care. As such, the Contractor will measure the efficacy of the system to confirm this requirement in a manner approved by the Procuring Entity.

The Scope of this Agreement only supports work exclusively provided to support the Procuring Entity's service programs through Contractor's on-line service. The deliverables provided under this scope of work are solely for the benefit and use of the Procuring Entity and its affiliated beneficiaries.

II. Performance Measures:

The Procuring Entity will measure Contractor effectiveness using the following Performance Measures:

1. The Contractor shall coordinate its project or program management functions in alignment with the Procuring Entity project controls.
2. The Contractor shall develop appropriate training and operations documentation, in accordance with Procuring Entity requirements.
3. Contractor shall, on an ongoing basis, maintain a proactive approach to security and operational requirements required by federal or state regulations.
4. The Contractor must maintain general staff resources (including staff, training, onboarding, and ongoing competence) required to meet the Procuring Entity's requirements to maintain the eligibility system and affiliated functions.
5. The Contractor shall provide all the support necessary to operate and maintain its business services over the contract life, including creating and maintaining required documentation.
6. Contractor shall collaborate with the Procuring Entity, affiliated Procuring Entity contractors, other state, or federal agencies to maintain system compliance with federal and other certification regulations.

III. Activities:

The activities to be performed in support of this agreement are as follows:

1. Contractor will coordinate its activities and resources with the Procuring Entity to present service or performance reports and updates to stakeholders, legislative committees, or other Procuring Entity information commitments.
2. Contractor will participate with Procuring Entity, and other affiliated contractors, in Procuring Entity activities to improve services to Procuring Entity clients and stakeholders.
3. Contractor will achieve all deliverable outcomes and services as defined by the contract to function with other Procuring Entity or state information systems.
4. Contractor will periodically evaluate its staffing to confirm proficiency with Procuring Entity business tools to meet contract or project deadlines or performance levels.
5. Contractor will update the Procuring Entity system development efforts related to hardware or software modifications.
6. Contractor must maintain, as approved by the Procuring Entity, the contract activities, deliverable quality, project management practices, and administrative support required for contract performance in a timely and complete manner.

IV. Deliverables:

This Section describes required tasks and subtasks the Contractor will perform for each Deliverable under the terms of this Agreement in order to achieve both the Purpose and Outcome expected of this Agreement.

Where applicable, the Deliverable must be developed in accordance with agreed-upon standards and industry best practices. When no applicable standard exists, the methodology and processes used in the analysis and creation of the Deliverable must be described in the final deliverable. The Contractor will make all Deliverables, standards, processes, plans, and applicable reference materials available upon Procuring Entity request.

The Contractor shall provide Procuring Entity with copies of all deliverables and/or evidence that the work was completed. Deliverable due dates and/or frequencies are identified per deliverable and may be extended, if appropriate, due to document size, schedule or changes in scope.

The Contractor must notify Procuring Entity of any anticipated delay of a Deliverable as far in advance of the due date as possible.

A. Deliverable 1: Establish Baseline Planning and Design

<u>Deliverable</u>		<u>Due Date</u>	<u>Compensation</u>
Establish Baseline Planning and Design The Deliverable will establish baseline design for documents, project planning items, and other key elements system configuration design.		Due no later than 84 days after contract execution OR until deemed completed by Procuring Entity.	Total Compensation Amount for this Deliverable not to exceed \$97,923.60 including GRT, as applicable, to be paid upon review and acceptance.
<u>Task</u>	<u>Sub task</u>	<u>Description</u>	
Create Implementation Plan	Set up Base Documents	Contractor shall create an implementation plan to include: <ul style="list-style-type: none"> ● Project Kick-Off Planning and Set Up ● Identify Project Core Team ● Baseline Project Plan Schedule ● Finalize Standard Documents and Project Progress Review Report Templates ● Finalize the Knowledge Management Plan 	
	Create Initial System Configuration Plan	Contractor shall create the initial system configuration plan for Procuring Entity acceptance to include: <ul style="list-style-type: none"> ● SSO and Assessments Requirements Document ● Business Requirements Document ● Requirements Definition Document ● Requirement Traceability Matrix ● Design Specifications Document 	
Create Outreach Plans (HCA)	Design Project Communication Design	Contractor shall create the initial Communication Design for Procuring Entity acceptance to include: <ul style="list-style-type: none"> ● Communication Plan ● Testing Plan ● Training Plan ● Implementation Plan ● Infrastructure Plan ● Marketing and Promotional Materials 	

A. Deliverable 2: Develop the Resource Data Exchange

<u>Deliverable</u>		<u>Due Date</u>	<u>Compensation</u>
<p>Develop the Resource Data Exchange.</p> <p>The RDE should include at least 90% of approved Procuring Agency social services providers in New Mexico. This includes, but not limited to, services provided by state agencies, CBO, Hospitals, Health Care centers, etc.</p>		<p>Due no later than 84 days after contract execution OR until deemed completed by Procuring Entity.</p>	<p>Total Compensation Amount for this Deliverable not to exceed \$97,923.60 including GRT, as applicable, to be paid upon review and acceptance.</p>
<u>Task</u>	<u>Sub task</u>	<u>Description</u>	
<p>Create Database</p>		<p>Contractor shall develop a Resource Data Exchange Database. Resource data are comprised of information about the health, human, and social services that are available to those in need – as typically provided by governments, government contractors, or tax-exempt charitable organizations. Resource data includes information about:</p> <ul style="list-style-type: none"> • Organizations: Entities that provide services to those in need. • Locations: Places where those services can be accessed. • Services: aka programs or resources – info about their purpose, eligibility, and accessibility 	

B. Deliverable 3: Implementation of CLRS Project

<u>Deliverable</u>		<u>Due Date</u>	<u>Compensation</u>
<p>Implement CLRS Staff and Community Site</p> <p>The Deliverable will initiate and complete the Project Plan for CLRS System.</p>		<p>Due no later than 104 days after contract execution OR until deemed completed by Procuring Entity.</p>	<p>Total Compensation Amount for this Deliverable not to exceed \$97,923.60, including GRT, as applicable, to be paid upon review and acceptance.</p>
<u>Task</u>	<u>Sub task</u>	<u>Description</u>	
<p>Begin Implementation & Configuration</p>	<p>Complete the System Configuration & Readiness Acceptance Plan for Configurable Navigation</p>	<p>Contractor shall deliver specific tasks identified/approved during planning phase:</p> <ul style="list-style-type: none"> ● Deliver Configurable Navigation Template ● Add simple search widget (or links) to site ● Confirm Configurable Navigation Go-Live Date ● Complete QA Review of Configurable Navigation ● Finalize Configurable Navigation based on Feedback from final review 	
	<p>Complete the System Configuration & Readiness Acceptance Plan for User Provisioning and Accessibility Requirements</p>	<p>Contractor shall deliver specific tasks identified/approved during planning phase:</p> <ul style="list-style-type: none"> ● Complete user provisioning ● Identify IP address for whitelisting ● Deliver access credentials ● Enable SQL Database Access ● Finalize Translation Requirements ● Implement Single Sign-On 	
	<p>Complete the System Configuration & Readiness Acceptance Plan for Assessment Functionality</p>	<p>Contractor shall deliver specific tasks identified/approved during planning phase:</p> <ul style="list-style-type: none"> ● Finalize Assessment Form ● Delivery configured Assessment ● Review QA Assessment ● Confirm Assessment Go-Live Date 	
<p>End-User Training</p>	<p>Develop and Implement Training Plan</p>	<p>Contractor shall create the final training plan for Entity acceptance to include:</p> <ul style="list-style-type: none"> ● Training Plan and begin end user training 	
<p>Complete Implementation & Configuration</p>	<p>Production Ready for Go-Live</p>	<p>Contractor shall deliver Go-Live deliverables</p> <ul style="list-style-type: none"> ● Launch Single Sign-On is functional & approved ● Delivery Platform Document Library ● Deliver finalized User Support Plan ● Deliver Final Release to Production ● Launch Configured Navigation Live in Production ● Launch Assessment Live in Production ● Launch Go Live 	

C. Deliverable 4: Community Partner Identification, Engagement, & Outreach Management Plan

Deliverable		Due Date	Compensation
<p>List of Partners and Outreach Management Plan The Deliverable will initiate and complete the Community Engagement Plan to onboard CBOs</p>		<p>Due no later than 144 days after contract execution OR until deemed completed by Procuring Entity.</p>	<p>Total Compensation Amount for this Deliverable not to exceed \$97,923.60, including GRT, as applicable, to be paid upon review and acceptance.</p>
Task	Sub task	Description	
<p>Community Partner Identification, Engagement, & Outreach Management Plan</p>	<p>Conduct Partner Identification</p>	<p>Contractor shall complete the following steps:</p> <ul style="list-style-type: none"> ● Deliver recommended Organization partners list ● Identify existing referral partnerships with Organizations ● Finalize initial Organization partners list and review outreach tracker ● Deliver approved Community Engagement Management Plan 	
	<p>Deliver Outreach and Communication Plan</p>	<p>Contractor shall complete the following steps:</p> <ul style="list-style-type: none"> ● Deliver messaging for outreach and communication to 7 state agencies, County and Tribal government, Health Centers and community partners. ● Deliver outreach and communication plan for identified community partners 	

D. Deliverable 5: Develop the network of organizations utilizing the system.

Deliverable		Due Date	Compensation
<p>Train and onboard organizations that will utilize the system</p> <p>The Deliverable will complete the Community Engagement Plan to onboard CBOs</p>		<p>Due no later than 1700 days after contract execution OR until deemed completed by Procuring Entity.</p>	<p>Total Compensation Amount for this Deliverable not to exceed \$1,437,723.60, including GRT, at various fixed and periodic rates to be determined by the Procuring Agency.</p> <p>Compensation not to exceed \$97,923.60 on year one, not to exceed \$669,900 for year two, and not to exceed \$669,900 for year three.</p>
Task	Sub task	Description	
Train Partners	Develop Training Curriculum and Manuals	<p>Contractor shall complete the following steps:</p> <ul style="list-style-type: none"> • Develop training curriculum and manuals 	
	Deliver training including but not limited to webinars, virtual presentations and on-site training.	<p>Contractor shall complete the following steps:</p> <ul style="list-style-type: none"> • Set up the system to Train and onboard organizations into the statewide CLRS – FindHelp System. <p>Completion Criteria will be determined by the Procuring Agency to include, at a minimum, the following:</p> <ul style="list-style-type: none"> • Application and services are fully functional to specifications. System is configured to enable partner to enroll and utilize FindHelp. • Training modules are fully developed and deployed (on-site and/or virtual), for each partner to include operations documents and partner training materials for current and future staffing needs. • Proof of outreach to organizations through documentation of outreach and implementation for the partner including but not limited to signing sheet/attendance, recordings, and/or confirmation letter from partner. • Partner utilization statistics during the implementation phase. 	

E. Deliverable 6: Maintenance and Operation Services

Deliverable		Due Date	Compensation
Maintenance and Operation services (HCA)		Due no later than 481 days after contract execution OR until deemed completed by Procuring Entity.	Total Compensation Amount for this Deliverable not to exceed \$4,136,600 , including GRT, as applicable, to be paid upon review and acceptance. (QRT)
Task	Sub task	Description	
Develop Operations and Maintenance Plan	Maintenance Plan	Contractor shall deliver following for project completion: <ul style="list-style-type: none"> • Ongoing operations and maintenance Plan 	
Provide Ongoing Support and maintenance	Assign Resources for ongoing support	Contractor shall deliver following for ongoing support after initial implementation: <ul style="list-style-type: none"> • Project Manager will oversee the Overall CLRS Contractor Project Management Activities • Account Director shall manage ongoing day-to-day authority to manage the CLRS project and will serve as primary point of contact with NM HCA leadership 	
Update Database		Contractor should keep the RDE up to date. Contractor will leverage their quality assurance process and infrastructure which includes human validation, recommended program updates by users, integrated signals with program updates and CBO programs updating their own programs independently.	

F. Deliverable 7: Agency Service Expansions || Implementation for Partners (Additional Services)

Deliverable		Due Date	Compensation
<p>Agency Service Expansions</p> <p>The Deliverable will define a process to affiliate a separate state agency, Healthcare Centers, and County/city/tribal government at a finite deliverable cost to the Procuring Entity Closed Loop Referral Service.</p>		<p>As approved by the Procuring Entity.</p>	<p>Total Compensation Amount for this Deliverable not to exceed \$2,284,250 inclusive of NMGRT.</p>
Task	Sub task	Description	
<p>Partners Workflow & Site Creation for Partners 1-3</p>	<p>Provide Baseline of Requirements, Configuration, & Testing</p>	<p>Contractor shall deliver Implementation, Training, Testing & Enhancements Plan for the following FQHCs:</p> <ul style="list-style-type: none"> ● 7 sister agencies ● 33 Counties ● 22 Tribal communities ● Healthcare Centers 	
	<p>Implementation Completed</p>	<p>Contractor shall deliver Implementation, Training, Testing & Enhancements for the following:</p> <ul style="list-style-type: none"> ● 7 sister agencies ● 33 Counties ● 22 Tribal communities ● Healthcare Centers 	

G. Deliverable 9: Agency Service Expansions || Maintenance and operations for partners (Additional Services)

Deliverable		Due Date	Compensation
<p>Provide maintenance and operation services.</p> <p>The Deliverable will define a process to affiliate a separate state agency, Healthcare Centers, and County/city/tribal government at a finite deliverable cost to the Procuring Entity Closed Loop Referral Service.</p>		<p>As approved by the Procuring Entity.</p>	<p>Total Compensation Amount for this Deliverable not to exceed \$4,219,200.00 inclusive of NMGRT.</p>
Task	Sub task	Description	
<p>Develop Operations and Maintenance Plan</p>	<p>Maintenance Plan</p>	<p>Contractor shall deliver following for project completion:</p> <ul style="list-style-type: none"> • Ongoing operations and maintenance Plan 	
<p>Provide Ongoing Support and maintenance</p>	<p>Assign Resources for ongoing support</p>	<p>Contractor shall deliver following for ongoing support after initial implementation:</p> <ul style="list-style-type: none"> • Project Manager will oversee the Overall CLRS Contractor Project Management Activities • Account Director shall manage ongoing day-to-day authority to manage the CLRS project and will serve as primary point of contact with NM HCA leadership 	

H. Deliverable 9: Dashboard and support project Evaluation

Deliverable		Due Date	Compensation
Provide data to support dashboard development and project evaluation		Due no later than 481 days after contract execution OR until deemed completed by Procuring Entity.	To be provided at no cost.
<u>Task</u>	<u>Sub task</u>	<u>Description</u>	
Develop Dashboard	Develop Dashboard	Contractor shall develop a dashboard to evaluate the initiative’s progress. This will include: <ul style="list-style-type: none"> • Create the layout and structure of the dashboard • Create charts and graphs to display key metrics • Launch the dashboard and schedule regular reviews and updates • Documenting technical requirements: Document the technical requirements for the dashboard, such as KPI calculations and data assumptions 	
Support an Impact Evaluation	Provide Data	Contractor shall complete an evaluation report including metrics such as, but not limited to: <ul style="list-style-type: none"> • Number of individuals utilizing the system • Number of Organizations enrolled in the CLRS • Number of counties/cities, and other partners participating in the system • Number of tribal communities participating • Lessons learned from implementation 	

I. Deliverable 10: Interoperability

Deliverable		Due Date	Compensation
<p>Develop a CLRS with software interoperability. All other CLRS software used in NM will be able to share data between platforms.</p>		<p>Due no later than 365 days after contract execution OR until deemed completed by Procuring Entity.</p>	<p>Total Compensation Amount for this Deliverable not to exceed \$900,000 including GRT over the term of this agreement to be paid incrementally and periodically as approved by the Procuring Agency.</p>
Task	Sub task	Description	
<p>Develop and implement interoperability (IT) between NM CLRS Software</p>	<p>Develop Interoperability interface</p>	<p>Contractor shall ensure interoperability between FindHelp and other platforms (Interoperability interface), that enables bidirectional data sharing between platforms. A healthy information ecosystem must be built using standardized protocols, so that any compliant platform can perform critical functions through interoperation with other connected platforms. At minimum an interoperability interface will allow the sharing of the following information categories:</p> <ol style="list-style-type: none"> 1. Establishing a person’s identity 2. Describing that person’s relevant personal context (i.e. their social circumstances) 3. Sharing information about activities, such as the making of a referral 4. Soliciting a person’s consent to collect, share, store, & use any of the data outlined above 	
<p>Maintain Interoperability interface and platform</p>	<p>M&O of interoperability</p>	<p>Contractor shall maintain the interoperability interface. Contractor will maintain necessary IT technology to share data across platforms to meet Procuring Agency requirements.</p>	

Exhibit 2

Financial Payment Schedule

The following is the expected contract service delivery and cost schedule extended to contract term. Invoices are expected quarterly for the duration of the contract. Estimated due date will be updated depending on the date when the contract is signed.

De 1	Type	Description	Estimated Due Date	Fee
1	DDI	Establish Baseline Planning and Design	11/24/2024	\$97,923.60
2	DDI	Develop the Resource Data Exchange	02/01/2025	\$97,923.60
3	DDI	Implementation of CLRS Project	02/28/2025	\$97,923.60
4	DDI	Community Partner Identification, Engagement, & Outreach Management Plan	12/31/2025	\$97,923.60
5	DDI	Develop the network of organizations utilizing the system		
		Year 1 not to exceed	09/30/2025	\$97,923.60
		Year 2 not to exceed	09/30/2026	\$669,900
		Year 3 not to exceed	09/30/2027	\$669,900
6	M&O	Maintenance and Operation Services (HCA)	09/30/2028	\$669,900
7	DDI	Agency Service Expansions Implementation for Partners (Additional Services)	09/30/2028	
		Year 1 to not exceed		\$588,650
		Year 2 to not exceed		\$988,650
		Year 3 to not exceed		\$706,950
8	M&O	Agency Service Expansions Maintenance and operations for partners (Additional Services)		
		Year 2 to not exceed		\$553,600
		Year 3 to not exceed		\$1,569,200
		Year 4 to not exceed		\$2,013,800
9	DDI	Support Project Evaluation		\$0.00
10	DDI	Interoperability		
		Year 1		\$500,000
		Year 2		\$300,000
		Years 3		\$50,000
		Years 4		\$50,000
Total Budget by FY				
		Total (First Year Costs)		\$1,578,268
		Total (Second Year Costs)		\$2,512,150
		Total (Third Year Costs)		\$2,996,050
		Total (Fourth Year Costs)		\$2,733,700
		Total Contract Costs		\$9,820,168

Exhibit 3

Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into between the **New Mexico Health Care Authority** (“Department”) and **Aunt Bertha** (“Contractor”), hereinafter referred to as “**Business Associate**”, in order to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), including the Standards of the Privacy of Individually Identifiable Health Information and the Security Standards at 45 CFR Parts 160 and 164.

BUSINESS ASSOCIATE, by this Agreement, has agreed to provide services to, or on behalf of, the Department which may involve the disclosure by the Department to the Business Associate (referred to in this Agreement as “Contractor”) of Protected Health Information.

THE PARTIES acknowledge HIPAA, as amended by the HITECH Act, requires that Department and Business Associate enter into a written agreement that provides for the safeguarding and protection of all Protected Health Information which Department may disclose to the Business Associate, or which may be created or received by the Business Associate on behalf of the Department.

1. Definition of Terms

- a. **Breach**. “Breach” has the meaning assigned to the term breach under 42 U.S.C. § 17921(1) [HITECH Act § 13400 (1)] and 45 CFR § 164.402.
- b. **Business Associate**. “Business Associate”, herein being the same entity as the Contractor in the same or Related Agreement, shall have the same meaning as defined under the HIPAA standards as defined below, including without limitation Contractor acting in the capacity of a Business Associate as defined in 45 CFR § 160.103.
- c. **Department**. “Department” shall mean in this agreement the State of New Mexico Health Care Authority.
- d. **Individual**. “Individual” shall have the same meaning as in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502 (g).
- e. **HIPAA Standards**. “HIPAA Standards” shall mean the legal requirements as set forth in the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and the regulations and policy guidance, as each may be amended over time, including without limitation:
 - i. **Privacy Rule**. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.
 - ii. **Breach Notification Rule**. “Breach Notification” shall mean the Notification in the case of Breach of Unsecured Protected Health Information, 45 CFR Part 164, Subparts A and D

- iii. Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, Subparts A and C, including the following:
- f. Security Standards. "Security Standards" hereinafter shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.306.
- g. Administrative Safeguards. "Administrative Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.308.
- h. Physical Safeguards. "Physical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.310.
- i. Technical Safeguards. "Technical Safeguards" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.312.
- j. Policies and Procedures and Documentation Requirements. "Policies and Procedures and Documentation Requirements" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR §164.316.
- k. Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as in 45 CFR §160.103, limited to the information created, maintained, transmitted, or received by Business Associate, its agents, or subcontractors from or on behalf of Department.
- l. Required by Law. "Required by Law" shall have the same meaning as in 45 CFR §164.103.
- m. Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services, or his or her designee.
- n. Covered Entity. "Covered Entity" shall have the meaning as the term "covered entity" defined at 45 CFR §160.103, and in reference to the party to this BAA, shall mean the State of New Mexico Health Care Authority.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Standards. All terms used and all statutory and regulatory references shall be as currently in effect or as subsequently amended.

2. Obligations and Activities of Business Associate

- a. General Rule of PHI Use and Disclosure. The Business Associate may use or disclose PHI it creates for, receives from or on behalf of, the Department to perform functions, activities, or services for, or on behalf of, the Department in accordance with the specifications set forth in this BAA and in this Agreement; provided that such use or disclosure would not violate the HIPAA Standards if done by the Department; or as Required by Law.
- i. Any disclosures made by the Business Associate of PHI must be made in accordance with HIPAA Standards and other applicable laws.
- ii. Notwithstanding any other provision herein to the contrary, the Business Associate shall limit uses and disclosures of PHI to the "minimum necessary," as set forth in the HIPAA Standards.

- iii. The Business Associate agrees to use or disclose only a “limited data set” of PHI as defined in the HIPAA Standards while conducting the authorized activities herein and as delineated in this Agreement, except where a “limited data set” is not practicable in order to accomplish those activities.
- iv. Except as otherwise limited by this BAA or Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- v. Except as otherwise limited by this BAA or Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- vi. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j).
- vii. Business Associate may use PHI to provide Data Aggregation services to the Department as permitted by the HIPAA Standards.
- b. Safeguards. The Business Associate agrees to implement and use appropriate Security, Administrative, Physical and Technical Safeguards, and comply where applicable with subpart C of 45 C.F.R. Part 164, to prevent use or disclosure of PHI other than as required by law or as provided for by this BAA or Agreement. Business Associate shall identify in writing upon request from the Department all of those Safeguards that it uses to prevent impermissible uses or disclosures of PHI.
- c. Restricted Uses and Disclosures. The Business Associate shall not use or further disclose PHI other than as permitted or required by this BAA or Agreement, the HIPAA Standards, or otherwise as permitted or required by law. The Business Associate shall not disclose PHI in a manner that would violate any restriction which has been communicated to the Business Associate.
 - i) The Business Associate shall not directly or indirectly receive remuneration in exchange for any of the PHI unless a valid authorization has been provided to the Business Associate that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving the PHI of that individual, except as provided for under the exceptions listed in 45 C.F.R. §164.502 (a)(5)(ii)(B)(2).
 - ii) Unless approved by the Department, Business Associate shall not directly or indirectly perform marketing to individuals using PHI.
- d. Agents. The Business Associate shall ensure that any agents that create, receive, maintain, or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, in accordance with 45 C.F.R. § 164.502(e)(1)(ii), and shall make that agreement available to the Department upon request. Upon the Business Associate’s contracting with an agent

for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

- e. Availability of Information to Individuals and the Department. Business Associate shall provide, at the Department's request, and in a reasonable time and manner, access to PHI in a Designated Record Set (including an electronic version if required) to the Department or, as directed by the Department, to an Individual in order to meet the requirements under 45 CFR § 164.524. Within three (3) business days, Business Associate shall forward to the Department for handling any request for access to PHI that Business Associate receives directly from an Individual. If requested by the Department, the Business Associate shall make such information available in electronic format as required by the HIPAA Standards to a requestor of such information and shall confirm to the Department in writing that the request has been fulfilled.
- f. Amendment of PHI. In accordance with 45 CFR § 164.526, Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Department directs or agrees to, at the request of the Department or an Individual, to fulfill the Department's obligations to amend PHI pursuant to the HIPAA Standards. Within three (3) business days, Business Associate shall forward to the Department for handling any request for amendment to PHI that Business Associate receives directly from an Individual.
- g. Internal Practices. Business Associate agrees to make internal practices, books, and records, including policies, procedures, and PHI, relating to the use and disclosure of PHI, available to the Department or to the Secretary within seven (7) days of receiving a request from the Department or receiving notice of a request from the Secretary, for purposes of the Secretary's determining the Department's compliance with the Privacy Rule.
- h. PHI Disclosures Recordkeeping. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Department to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with the HIPAA Standards and 45 CFR § 164.528. Business Associate shall provide such information to the Department or as directed by the Department to an Individual, to permit the Department to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by the Department. Within three (3) business days, Business Associate shall forward to the Department for handling any accounting request that Business Associate directly receives from an individual.
- i. PHI Disclosures Accounting. Business Associate agrees to provide to the Department or an Individual, within seven (7) days of receipt of a request, information collected in accordance with Section 2 (h) of this Agreement, to permit the Department to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- j. Security Rule Provisions. As required by 42 U.S.C. § 17931 (a) [HITECH Act Section 13401(a)], the following sections as they are made applicable to business associates under the HIPAA Standards, shall also apply to the Business Associate: 1) Administrative Safeguards; 2) Physical Safeguards; 3) Technical Safeguards; 4) Policies and Procedures and Documentation Requirements; and 5) Security Standards. Additionally, the Business Associate shall either implement or properly document the

reasons for non-implementation of all safeguards in the above cited sections that are designated as “addressable” as such are made applicable to Business Associates pursuant to the HIPAA Standards.

- k. Civil and Criminal Penalties. Business Associate agrees that it will comply with the HIPAA Standards as applicable to Business Associates and acknowledges that it may be subject to civil and criminal penalties for its failure to do so.
- l. Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out the Department 's obligations under the HIPAA Standards, Business Associate shall comply with the requirements of the HIPAA Standards that apply to the Department in the performance of such obligations.
- m. Subcontractors. The Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate, agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to PHI, with 45 C.F.R. § 164.502(e)(1)(ii), and shall make such information available to the Department upon request. Upon the Business Associate’s contracting with an agent for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement. Upon the Business Associate’s contracting with a subcontractor for the sharing of PHI, the Business Associate shall provide the Department written notice of any such executed agreement.

3. Business Associate Obligations for Notification, Risk Assessment, and Mitigation

During the term of this BAA or Agreement, the Business Associate shall be required to perform the following pursuant to the Breach Notification Rule regarding Breach Notification, Risk Assessment and Mitigation:

Notification

- a. Business Associate agrees to report to the Department Contract Manager or HIPAA Privacy and Security Officer any use or disclosure of PHI not provided for by this BAA or Agreement, and HIPAA Standards, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, as soon as it (or any employee or agent) becomes aware of the Breach, and in no case later than three (3) business days after it (or any employee or agent) becomes aware of the Breach, except when a government official determines that a notification would impede a criminal investigation or cause damage to national security.
- b. Business Associate shall provide the Department with the names of the individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR §164.404(c), and, if requested by the Department, provide information necessary for the Department to investigate promptly the impermissible use or disclosure. Business Associate shall continue to provide to the Department information concerning the Breach as it becomes available to it and shall also provide such assistance and further information as is reasonably requested by the Department.

Risk Assessment

- c. When Business Associate determines whether an impermissible acquisition, use or disclosure of PHI by an employee or agent poses a low probability of the PHI being compromised, it shall document its assessment of risk in accordance with 45 C.F.R. § 164.402 (in definition of “Breach”, ¶ 2) based on at least the following factors: (i) the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the protected health information or to whom the disclosure was made; (iii) whether the protected health information was actually acquired or viewed; and (iv) the extent to which the risk to the protected health information has been mitigated. Such assessment shall include: 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons documenting the determination of risk of the PHI being compromised. When requested by the Department, Business Associate shall make its risk assessments available to the Department.
- d. If the Department determines that an impermissible acquisition, access, use or disclosure of PHI, for which one of Business Associate’s employees or agents was responsible, constitutes a Breach, and if requested by the Department, Business Associate shall provide notice to the individuals whose PHI was the subject of the Breach. When requested to provide notice, Business Associate shall consult with the Department about the timeliness, content, and method of notice, and shall receive the Department’s approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate. The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to the Department.

Mitigation

- e. In addition to the above duties in this section, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI, by Business Associate in violation of the requirements of this Agreement, the Related Agreement, or the HIPAA Standards. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by the Department, Business Associate shall make its mitigation and corrective action plans available to the Department.
- f. The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of the Breach, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate and the Department are doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR §164.404(c).

Notification to Clients

- g. Business Associates shall notify individuals of Breaches as specified in 45 CFR §164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of a State or jurisdiction, Business Associate shall, if requested by the

Department, notify prominent media outlets serving such location(s), following the requirements set forth in 45 CFR §164.406.

4. Obligations of the Department to Inform Business Associate of Privacy Practices and Restrictions

- a. The Department shall notify Business Associate of any limitation(s) in the Department's Notice of Privacy Practices, implemented in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. The Department shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. The Department shall notify Business Associate of any restriction in the use or disclosure of PHI that the Department has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d. The Department shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Department.

5. Term and Termination

- a. Term. This BAA terminates concurrently with This Agreement, except that obligations of Business Associate under this BAA related to final disposition of PHI in this Section 5 shall survive until resolved as set forth immediately below.
- b. Disposition of PHI upon Termination. Upon termination of this Agreement and BAA for any reason, Business Associate shall return or destroy all PHI in its possession and shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to the Department notification of the conditions that make return or destruction of PHI not feasible. Upon mutual agreement of the Parties that return, or destruction of the PHI is infeasible, Business Associate shall agree, and require that its agents, affiliates, subsidiaries, and subcontractors agree, to the extension of all protections, limitations and restrictions required of Business Associate hereunder, for so long as the Business Associate maintains the PHI.
- c. If Business Associate breaches any material term of this BAA, the Department may either:
 - i. provide an opportunity for Business Associate to cure the Breach and the Department may terminate this Agreement and BAA without liability or penalty in accordance with Article 4, Termination, of this Agreement, if Business Associate does not cure the breach within the time specified by the Department; or,
 - ii. immediately terminate this Agreement without liability or penalty if the Department determines that cure is not reasonably possible; or,
 - iii. if neither termination nor cure are feasible, the Department shall report the breach to the Secretary.

The Department has the right to seek to cure any breach by Business Associate and this right, regardless of whether the Department cures such breach, does not lessen any right

or remedy available to the Department at law, in equity, or under this BAA or this Agreement, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

6. Penalties and Training.

Business Associate understands and acknowledges that violations of this BAA or this Agreement may result in notification by the Department to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by the Department, Business Associate shall participate in training regarding use, confidentiality, and security of PHI.

7. Miscellaneous

- a. Interpretation. Any ambiguity in this BAA, or any inconsistency between the provisions of this BAA or Agreement, shall be resolved to permit the Department to comply with the HIPAA Standards.
- b. Business Associate's Compliance with HIPAA. The Department makes no warranty or representation that compliance by Business Associate with this BAA or the HIPAA Standards will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- c. Change in Law. In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this BAA or This Agreement, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and Business Associate shall promptly take such actions. In the event there is a change in federal or state laws, rules, or regulations, or in the interpretation of any such laws, rules, regulations, or general instructions, which may render any of the material terms of this BAA unlawful or unenforceable, or which materially affects any financial arrangement contained in this BAA, the parties shall attempt amendment of this BAA to accommodate such changes or interpretations. If the parties are unable to agree, or if amendment is not possible, the parties may terminate the BAA and This Agreement pursuant to its termination provisions.
- d. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Department, Business Associate and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- e. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or workforce members assisting Business Associate in the fulfillment of its obligations under this BAA and This Agreement available to the Department, at no cost to the Department, to testify as witnesses or otherwise in the event that litigation or an administrative proceeding is commenced against the Department or its employees based upon claimed violation of the HIPAA standards or other laws relating to security and privacy, where such claimed violation is alleged to arise from Business Associate's performance under this BAA or

This Agreement, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are named adverse parties.

- f. Additional Obligations. Department and Business Associate agree that to the extent not incorporated or referenced in any Business Associate Agreement between them, other requirements applicable to either or both that are required by the HIPAA Standards, those requirements are incorporated herein by reference.

Exhibit 4

Project Work Plan

The Project Work Plan is the baseline project task list to clarify and detail the deliverables in Exhibit 1.

WBS	Task	Duration	Resource	Notes
1	PROJECT IMPLEMENTATION SCHEDULE	343d		
1.1	Establish Baseline Planning and Design	76d		
1.1.1	PROJECT INITIATION (Kick-Off)	41d		
1.1.1.1	Pre-Kick off Planning meeting	1d	Findhelp	Del 1
1.1.1.2	Finalize kick off agenda and obtain customer approval	8d	Findhelp	Del 1
1.1.1.3	Kick off meeting	2d	Findhelp	Del 1
1.1.1.4	Define core MAD team	3d	MAD	Del 1
1.1.1.5	Identify MAD SMEs for future discussions and meetings	3d	MAD	Del 1
1.1.1.6	Define Findhelp team	3d	Findhelp	Del 1
1.1.1.7	Weekly Status Meeting Meeting Scheduled	1d	Findhelp	Del 1
1.1.1.8	M: Project Kick-Off completed	0	Findhelp	Del 1
1.1.1.9	M: Project Core Team Identified	0	Findhelp	Del 1
1.1.1.10	Baseline Project Implementation Schedule	30d		Del 1
1.1.1.10.1	Through Discovery & Kick-Off, confirm and align on capacity level and approach to meet desired goals	5d	MAD/Findhelp	Del 1
1.1.1.10.2	Identify stakeholders who should have reporting access	5d	MAD/Findhelp	Del 1
1.1.1.10.3	Finalize Project Schedule (Final Draft)	5d	Findhelp	Del 1
1.1.1.10.4	Present final draft of Project Schedule to the MAD team and capture feedback	4d	Findhelp	Del 1
1.1.1.10.5	Incorporate feedback from team and send to MAD	10d	Findhelp	Del 1
1.1.1.10.6	Present final Project Schedule to the team for approval	1d	Findhelp	Del 1
1.1.1.10.7	Proposed Knowledge Management Plan	30d	Findhelp	Del 1
1.1.1.10.8	M: Baseline Project Plan Schedule Approved	0	MAD	Del 1
1.1.1.11	Document Templates	22d		Del 1
1.1.1.11.1	Present draft of Project Documents (Progress review reports, Reporting Dashboards, Agendas, Minutes/Action Items) to the MAD team and capture feedback	10d	Findhelp	Del 1
1.1.1.11.2	Incorporate feedback from MAD team and send to the updated documents to MAD team for final revision	5d	Findhelp	Del 1
1.1.1.11.3	Present final Project documents for approval	1d	Findhelp	Del 1
1.1.1.11.4	M: Standard documents and Project Progress review reports Approved	0	MAD	Del 1

WBS	Task	Duration	Resource	Notes
1.1.1.11.5	Knowledge Management Plan (KMP)	22d		Del 1
1.1.1.11.5.1	Conduct Internal Meeting to review template, define Roles & Responsibilities (R&R) and due date for KMP	1d	Findhelp	Del 1
1.1.1.11.5.2	Develop KMP based on internal meeting R&R	5d	Findhelp	Del 1
1.1.1.11.5.3	Conduct Second Internal Meeting to Review & Finalize KMP before delivering to customer for approval	1d	Findhelp	Del 1
1.1.1.11.5.4	Revise KMP based on Internal Review and get final approval for submission	3d	Findhelp	Del 1
1.1.1.11.5.5	CHECKPOINT - KMP Delivered	7d		Del 1
1.1.1.11.5.5.1	Client Conducts Review of documents	5d	MAD	Del 1
1.1.1.11.5.5.2	Findhelp Revise documents based on Clients Review	2d	Findhelp	Del 1
1.1.1.11.5.6	CHECKPOINT - Findhelp Distribute KMP to Client for 2nd Review	5d		Del 1
1.1.1.11.5.6.1	Client Performs 2nd Review of KMP	3d	MAD	Del 1
1.1.1.11.5.6.2	CHECKPOINT - Distribute Final documents to Client for Approval	2d	Findhelp	Del 1
1.1.1.11.5.6.3	M: Client Approves Knowledge Management Plan	0	MAD	Del 1
1.1.2	PROJECT PLANNING	50d		Del 1
1.1.2.1	Project Scoping, Branding & Configuration	42d		Del 1
1.1.2.1.1	Project Scoping & Groundwork	40d		Del 1
1.1.2.1.1.1	Integration (if applicable) Scoping Call kickoff	1d	MAD/Findhelp	Del 1
1.1.2.1.1.2	Workflow Scoping Call(s)	15d	MAD/Findhelp	Del 1
1.1.2.1.1.3	Document Future State Workflows	10d	MAD/Findhelp	Del 1
1.1.2.1.1.4	Training Scoping Call	5d	MAD/Findhelp	Del 1
1.1.2.1.1.5	Determine Training Strategy	5d	MAD/Findhelp	Del 1
1.1.2.1.1.6	Reporting and Analytics Scoping Call	3d	MAD/Findhelp	Del 1
1.1.2.1.1.7	Direct project lead to subscribe to Release Notes	1d	MAD	Del 1
1.1.2.1.1.8	Complete User Scoping	5d	MAD/Findhelp	Del 1
1.1.2.1.1.9	Start Business Requirement Document (Functional, Technical)	1d	Findhelp	Del 1
1.1.2.1.2	Branding & Site Configuration	10d		Del 1
1.1.2.1.2.1	Branding & Site Configuration Call(s)	10d	MAD/Findhelp	Del 1
1.1.2.1.2.2	Marketing / Communications Strategy Call(s)	5d	MAD/Findhelp	Del 1
1.1.2.1.2.3	Complete Site Branding Guide	3d	Findhelp	Del 1

WBS	Task	Duration	Resource	Notes
1.1.2.1.3	SSO and Assessments Configuration	10d		Del 1
1.1.2.1.3.1	Determine Single Sign-On (SSO) Scope	10d	MAD/Findhelp	Del 1
1.1.2.1.3.2	Connect Findhelp with IT contact who will set up SSO	2d	MAD	Del 1
1.1.2.1.3.3	Identify Configurable Navigation Owner	2d	MAD	Del 1
1.1.2.1.3.4	Hold the Configurable Navigation Kickoff Call	1d	MAD/Findhelp	Del 1
1.1.2.1.3.5	Identify Assessments Content Owner	3d	MAD	Del 1
1.1.2.1.3.6	Send Assessments Documentation to Content Owner	1d	Findhelp	Del 1
1.1.2.1.3.7	Hold the Assessments Kickoff Call	1d	MAD/Findhelp	Del 1
1.1.2.1.3.8	M: SSO and Assessments Requirement Document Completed	0		Del 1
1.1.2.1.4	Business Requirement Document/Requirements Definition Documentation (RDD)	16d		Del 1
1.1.2.1.4.1	Star RDD draft - document includes - RTM & TCS/UAT (Test Scenarios for UAT)	13d		Del 1
1.1.2.1.4.1.1	Conduct Internal Meeting to Review template and define R&R and Due date	1d	Findhelp	Del 1
1.1.2.1.4.1.2	Develop RDD based on internal meeting R&R	5d	Findhelp	Del 1
1.1.2.1.4.1.3	Conduct Second Internal Meeting to Review & Finalize RDD, RTM, TCS/UAT & SDS before delivering to customer for approval	1d	Findhelp	Del 1
1.1.2.1.4.1.4	Revise RDD, RTM, TCS/UAT & SDS based on Internal Review and get final approval for submission	1d	Findhelp	Del 1
1.1.2.1.4.1.5	CHECKPOINT - RDD, RTM, TCS/UAT & SDS Delivered	5d		Del 1
1.1.2.1.4.1.5.1	Client Conducts Review of documents	3d	MAD	Del 1
1.1.2.1.4.1.5.2	Findhelp Revise documents based on Clients Review	2d	Findhelp	Del 1
1.1.2.1.4.2	CHECKPOINT - Distribute Final documents to Client for Approval	1d	Findhelp	Del 1
1.1.2.1.4.3	M: Client Approves RDD	0	MAD	Del 1
1.1.2.1.4.4	Requirement Traceability Matrix	15d		Del 1
1.1.2.1.4.4.1	Conduct Internal Meeting to Review RTM templates and select the one to use	1d	Findhelp	Del 1
1.1.2.1.4.4.2	Develop RTM based on internal meeting R&R	3d	Findhelp	Del 1
1.1.2.1.4.4.3	Team Create Unit Test Cases/Scripts (see attached document for reference - internal use only)	3d	Findhelp	Del 1
1.1.2.1.4.4.4	Conduct Second Internal Meeting to Review & Finalize RTM & Test Cases/Scripts (TCS/UAT) before delivering to customer for approval	1d	Findhelp	Del 1

WBS	Task	Duration	Resource	Notes
1.1.2.1.4.4.5	Revise RTM & TCS/UAT based on Internal Review and get final approval for submission	2d	Findhelp	Del 1
1.1.2.1.4.4.6	CHECKPOINT - RTM & TCS/UAT Delivered	5d		Del 1
1.1.2.1.4.4.6.1	Client Conducts Review of RTM & TCS/UAT	3d	MAD	Del 1
1.1.2.1.4.4.6.2	Findhelp Revise RDD, RTM, TCS/UAT & SDS based on Clients Review	2d	Findhelp	Del 1
1.1.2.1.4.5	CHECKPOINT - Distribute Final RDD, RTM, TCS/UAT & SDS to Client for Approval	1d	Findhelp	Del 1
1.1.2.1.4.6	M: Client Approves RTM & TCS/UAT	0	MAD	Del 1
1.1.2.1.4.7	Design Specifications Document	14d		Del 1
1.1.2.1.4.7.1	Conduct Internal Meeting to Review template and define R&R and Due date	1d	Findhelp	Del 1
1.1.2.1.4.7.2	Develop DSD based on internal meeting R&R	5d	Findhelp	Del 1
1.1.2.1.4.7.3	Conduct Second Internal Meeting to Review & Finalize DSD before delivering to customer for approval	1d	Findhelp	Del 1
1.1.2.1.4.7.4	Revise DSD based on Internal Review and get final approval for submission	2d	Findhelp	Del 1
1.1.2.1.4.7.5	CHECKPOINT - RDD, RTM, TCS/UAT & SDS Delivered	5d		Del 1
1.1.2.1.4.7.5.1	Client Conducts Review of documents	3d	MAD	Del 1
1.1.2.1.4.7.5.2	Findhelp Revise documents based on Clients Review	2d	Findhelp	Del 1
1.1.2.1.4.8	CHECKPOINT - Distribute Final documents to Client for Approval	1d	Findhelp	Del 1
1.1.2.1.4.9	M: Client Approves DSD	0	MAD	Del 1
1.1.2.2	Project Communication, Training, & Implementation Planning	24d		Del 1
1.1.2.2.1	Communication Plan	11d		Del 1
1.1.2.2.1.1	Conduct Internal Meeting to Review Communication Plan templates and select the one to use	1d	Findhelp	Del 1
1.1.2.2.1.2	Develop Communication Plan based on internal meeting Roles and Responsibilities (R&R)	3d	Findhelp	Del 1
1.1.2.2.1.3	Conduct Second Internal Meeting to Review & Finalize Communication Plan before delivering to customer for approval	1d	Findhelp	Del 1
1.1.2.2.1.4	Revise Communication Plan based on Internal Review and get final approval for submission	1d	Findhelp	Del 1
1.1.2.2.1.5	CHECKPOINT - Communication Plan Delivered	5d		Del 1
1.1.2.2.1.5.1	Client Conducts Review of Communication Plan	3d	MAD	Del 1

WBS	Task	Duration	Resource	Notes
1.1.2.2.1.5.2	Findhelp Revise Communication Plan based on Clients Review	2d	Findhelp	Del 1
1.1.2.2.2	CHECKPOINT - Distribute Final Communication Plan to Client for Approval	1d	Findhelp	Del 1
1.1.2.2.3	M: Communication Plan Approved	0	MAD	Del 1
1.1.2.2.4	Testing Plan	12d		Del 1
1.1.2.2.4.1	Conduct Internal Meeting to Review Testing Plan templates and select the one to use	1d	Findhelp	Del 1
1.1.2.2.4.2	Develop Testing Plan based on internal meeting Roles and Responsibilities (R&R)	5d	Findhelp	Del 1
1.1.2.2.4.3	Conduct Second Internal Meeting to Review & Finalize Testing Plan Before delivering to customer for approval	1d	Findhelp	Del 1
1.1.2.2.4.4	Revise Testing Plan based on Internal Review and get final approval for submission	2d	Findhelp	Del 1
1.1.2.2.4.5	CHECKPOINT - Testing Plan Delivered	3d		Del 1
1.1.2.2.4.5.1	Client Conducts Review of Testing Plan	2d	MAD	Del 1
1.1.2.2.4.5.2	Findhelp Revise Testing Plan based on Clients Review	1d	Findhelp	Del 1
1.1.2.2.5	CHECKPOINT - Distribute Final Testing Plan to Client for Approval	1d	Findhelp	Del 1
1.1.2.2.6	M: Testing Plan Approved	0	MAD	Del 1
1.1.2.2.7	Training Plan	12d		Del 1
1.1.2.2.7.1	Conduct Internal Meeting to Review Training Plan templates and select the one to use	1d	Findhelp	Del 1
1.1.2.2.7.2	Develop Training Plan based on internal meeting Roles and Responsibilities (R&R)	3d	Findhelp	Del 1
1.1.2.2.7.3	Conduct Second Internal Meeting to Review & Finalize Training Plan before delivering to customer for approval	1d	Findhelp	Del 1
1.1.2.2.7.4	Revise Training Plan based on Internal Review and get final approval for submission	2d	Findhelp	Del 1
1.1.2.2.7.5	CHECKPOINT - Training Plan Delivered	5d		Del 1
1.1.2.2.7.5.1	Client Conducts Review of Training Plan	3d	MAD	Del 1
1.1.2.2.7.5.2	Findhelp Revise Training Plan based on Clients Review	2d	Findhelp	Del 1
1.1.2.2.8	CHECKPOINT - Distribute Final Training Plan to Client for Approval	1d	Findhelp	Del 1
1.1.2.2.9	M: Training Plan Approved	0	MAD	Del 1
1.1.2.2.10	Implementation Plan	12d		Del 1
1.1.2.2.10.1	Conduct Internal Meeting to Review Implementation Plan templates and select the one to use	1d	Findhelp	Del 1

WBS	Task	Duration	Resource	Notes
1.1.2.2.10.2	Develop Implementation Plan based on internal meeting Roles and Responsibilities (R&R)	2d	Findhelp	Del 1
1.1.2.2.10.3	Conduct Second Internal Meeting to Review & Finalize Implementation Plan before delivering to customer for approval	1d	Findhelp	Del 1
1.1.2.2.10.4	Revise Implementation Plan based on Internal Review and get final approval for submission	2d	Findhelp	Del 1
1.1.2.2.10.5	CHECKPOINT - Implementation Plan Delivered	6d		Del 1
1.1.2.2.10.5.1	Client Conducts Review of Implementation Plan	3d	MAD	Del 1
1.1.2.2.10.5.2	Findhelp Revise Implementation Plan based on Clients Review	3d	Findhelp	Del 1
1.1.2.2.11	CHECKPOINT - Distribute Final Implementation Plan to Client for Approval	1d	Findhelp	Del 1
1.1.2.2.12	M: Implementation Plan Approved	0	MAD	Del 1
1.1.2.2.13	M: Findhelp System Testing Completed	0	MAD	Del 1
1.1.2.2.14	M: Findhelp User Training Completed	0	MAD	Del 1
1.1.2.2.15	M: Identify Site Administrators Completed	0	MAD	Del 1
1.1.2.2.16	White Labels Stood Up	10d	Findhelp	Del 1
1.1.2.2.17	Train Site Administrators on tool	5d	Findhelp	Del 1
1.1.2.2.18	CSM delivers customized search box widget code	3d	Findhelp	Del 1
1.1.2.2.19	Infrastructure Plan	11d		Del 1
1.1.2.2.19.1	Conduct Internal Meeting to Review Infrastructure Plan templates and select the one to use	1d	Findhelp	Del 1
1.1.2.2.19.2	Develop Infrastructure Plan based on internal meeting Roles and Responsibilities (R&R)	3d	Findhelp	Del 1
1.1.2.2.19.3	Conduct Second Internal Meeting to Review & Finalize Infrastructure Plan before delivering to customer for approval	1d	Findhelp	Del 1
1.1.2.2.19.4	Revise Infrastructure Plan based on Internal Review and get final approval for submission	3d	Findhelp	Del 1
1.1.2.2.19.5	CHECKPOINT - Infrastructure Plan Delivered	3d		Del 1
1.1.2.2.19.5.1	Client Conducts Review of Infrastructure Plan	2d	MAD	Del 1
1.1.2.2.19.5.2	Findhelp Revise Infrastructure Plan based on Clients Review	1d	Findhelp	Del 1
1.1.2.2.20	CHECKPOINT - Distribute Final Infrastructure Plan to Client for Approval	1d	Findhelp	Del 1
1.1.2.2.21	M: Infrastructure Plan Approved	0	MAD	Del 1
1.1.2.2.22	Marketing & Promotion	16d		Del 1

WBS	Task	Duration	Resource	Notes
1.1.2.2.22.1	Identify an ongoing communication pathway to staff (ex: newsletter) about site	1d	MAD/Findhelp	Del 1
1.1.2.2.22.2	Create Marketing and Promotional Materials	15d	MAD/Findhelp	Del 1
1.1.2.2.23	M: Marketing and Promotional Materials Approved	0	MAD	Del 1
1.1.3	PROJECT EXECUTION	21d		
1.3.1	Develop the Resource Data Exchange.		Findhelp	Del 2
1.1.3.1.1	Create/update a Resource Data Exchange Database		Findhelp	Del 2
1.1.3.2	System Configuration & Readiness Acceptance	21d	Findhelp	Del 3
1.1.3.2.1	System Configuration	9d	Findhelp	Del 3
1.1.3.2.1.1	Return Configurable Navigation Overview Template	1d	MAD/Findhelp	Del 3
1.1.3.2.1.2	Attach tags to Overview Template	2d	MAD/Findhelp	Del 3
1.1.3.2.1.3	Send Completed Configurable Navigation Template for CSM Review	1d	MAD/Findhelp	Del 3
1.1.3.2.1.4	Customer Review of Completed Configurable Navigation Template	1d	MAD/Findhelp	Del 3
1.1.3.2.1.5	Submit Configurable Navigation ticket to Engineering	1d	MAD/Findhelp	Del 3
1.1.3.2.1.6	Add simple search box widget (or links) to your site	1d	ITD/Findhelp	Del 3
1.1.3.2.1.7	Confirm Configurable Navigation Go-Live Date	1d	MAD/Findhelp	Del 3
1.1.3.2.1.8	CSM & Customer QA Review of Configurable Navigation	1d	MAD/Findhelp	Del 3
1.1.3.2.1.9	M: Configurable Navigation Approved	0	MAD	Del 3
1.1.3.2.2	Release Configurable Navigation to Production	12d		Del 3
1.1.3.2.2.1	Review of Production Release	2d	MAD/Findhelp	Del 3
1.1.3.2.2.2	Schedule Final Configurable Navigation Review	1d	MAD/Findhelp	Del 3
1.1.3.2.2.3	Hold Final Configurable Navigation Review	2d	MAD/Findhelp	Del 3
1.1.3.2.2.4	Adjust Configurable Navigation Based on Feedback from Final Review	1d	MAD/Findhelp	Del 3
1.1.3.2.2.5	Create groups for referral sharing	1d	MAD/Findhelp	Del 3
1.1.3.2.2.6	Assign Site Admins to Reporting Groups	1d	MAD/Findhelp	Del 3
1.1.3.2.2.7	Site Admin assigns stakeholders to Reporting Groups	1d	MAD/Findhelp	Del 3
1.1.3.2.2.8	Identify IP address for whitelisting	1d	MAD/Findhelp	Del 3
1.1.3.2.2.9	Deliver access credentials	2d	MAD/Findhelp	Del 3
1.1.3.2.2.10	Confirm SQL Database Access is Enabled	1d	MAD/Findhelp	Del 3
1.1.3.2.2.11	Confirm Translation Requirements	1d	MAD/Findhelp	Del 3
1.1.3.2.2.12	Send Translation of Questions and Answers to CSM	2d	MAD/Findhelp	Del 3
1.1.3.2.2.13	Send Completed Assessment Form to CSM	1d	MAD/Findhelp	Del 3
1.1.3.2.2.14	Review Completed Assessment Form	1d	MAD/Findhelp	Del 3

WBS	Task	Duration	Resource	Notes
1.1.3.2.2.15	Submit Assessment to Engineering	1d	MAD/Findhelp	Del 3
1.1.3.2.2.16	CSM QA Review of Assessment	1d	MAD/Findhelp	Del 3
1.1.3.2.2.17	Review QA Assessment	2d	MAD/Findhelp	Del 3
1.1.3.2.2.18	Confirm Assessment Go-Live Date	1d	MAD/Findhelp	Del 3
1.1.3.2.2.19	Request Engineering Move Assessment to Production	1d	MAD/Findhelp	Del 3
1.1.3.2.2.20	Request Reporting Setup for Assessment	1d	MAD/Findhelp	Del 3
1.1.3.2.2.21	User Training on Assessments	1d	MAD/Findhelp	Del 3
1.1.3.2.2.22	Implement Single Sign-On	3d	ITD/Findhelp	Del 3
1.1.3.2.2.23	Request App in Cerner App Store (if applicable)	1d	ITD/Findhelp	Del 3
1.1.3.2.2.24	Non-Prod Cerner App Authorization	1d	ITD/Findhelp	Del 3
1.1.3.2.2.25	Collect Non-Prod Tenant ID and Prod Tenant ID	3d	ITD/Findhelp	Del 3
1.1.3.2.2.26	Collect Primary Identifier (i.e. MRN) (if applicable)	3d	MAD/Findhelp	Del 3
1.1.3.2.2.27	Collect Non-Prod NLH Cerner IP address	3d	ITD/Findhelp	Del 3
1.1.3.2.2.28	Confirm or Create User Group for Referral Sharing	2d	MAD/Findhelp	Del 3
1.1.3.2.2.29	Non-Prod Findhelp Technical Configuration (Tenant ID Whitelisting)	2d	ITD/Findhelp	Del 3
1.1.3.2.2.30	Concept Mapping for both domains	2d	ITD/Findhelp	Del 3
1.1.3.2.2.31	Allow URLs for URL (Whitelist in Citrix)	1d	ITD/Findhelp	Del 3
1.1.3.2.2.32	NonProd Table of Contents Launchpoint configured (Using PrefMaint tool)	2d	ITD/Findhelp	Del 3
1.1.3.2.2.33	Test Launch with Non-Production URL (in CernerTesting Environment)	1d	ITD/Findhelp	Del 3
1.1.3.2.2.34	PECA delivered & returned for PROD Authorization	1d	ITD/Findhelp	Del 3
1.1.3.2.2.35	PROD Cerner App Authorization	1d	ITD/Findhelp	Del 3
1.1.3.2.2.36	PROD Findhelp configuration (Tenant ID Whitelisting)	1d	ITD/Findhelp	Del 3
1.1.3.2.2.37	Prod Table of Contents Launchpoint configured for DBA (Using PrefMaint tool)	1d	ITD/Findhelp	Del 3
1.1.3.2.2.38	Test Launch with Production URL (in Cerner Production Environment)	2d	ITD/Findhelp	Del 3
1.1.3.2.2.39	Prod Table of Contents Launchpoint configured for ALL positions at cutover	2d	ITD/Findhelp	Del 3
1.1.3.2.2.40	Configure platform(s) (staff & community) to highlight CBO partners using Featuring	3d	MAD/Findhelp	Del 3
1.1.3.2.2.41	Prioritize sending referrals to community organizations onboarded as Trusted Partners	1d	MAD/Findhelp	Del 3
1.1.3.2.2.42	Prod ready for Go-Live	1d	Findhelp	Del 3
1.1.3.2.2.43	M: Single Sign-On is functional & approved	0	MAD	Del 3

WBS	Task	Duration	Resource	Notes
1.1.3.2.2.44	M: Complete SIT	0	MAD	Del 3
1.1.3.2.2.45	M: Platform document library	0	MAD	Del 3
1.1.3.2.2.46	M: User Support plan	0	MAD	Del 3
1.1.3.2.2.47	M: Final Release to Production - Internal - facing platform	0	MAD	Del 3
1.1.3.2.2.48	M: Assessment Live in Production - Internal-facing platform	0	MAD	Del 3
1.1.3.2.2.49	M: Go-Live Phase I - Internal-facing platform	0	MAD	Del 3
1.1.4	M: Project Phase 1 Acceptance	0	MAD	Del 3
1.2	PROJECT PHASE 2	219d		
1.2.1	PROJECT PLANNING PHASE 2	35d		
1.2.1.1	Community Partner Identification, Engagement, & Outreach Management Plan	35d		Del 4
1.2.1.1.1	Conduct Phase 2 Partner Identification	13d		Del 4
1.2.1.1.1.1	Review recommended Organization partners list (from Findhelp Data)	5d	MAD/Findhelp	Del 4
1.2.1.1.1.2	Identify existing referral partnerships with Organizations	3d	MAD/Findhelp	Del 4
1.2.1.1.1.3	Finalize initial Organization partners list and review outreach tracker	5d	MAD/Findhelp	Del 4
1.2.1.1.2	M: Partner Identification Complete	0	MAD	Del 4
1.2.1.1.3	Community Engagement Plan	14d		Del 4
1.2.1.1.3.1	Develop CE Management Plan (in conjunction with customer)	10d	MAD/Findhelp	Del 4
1.2.1.1.3.2	Review CE Management Plan	3d	MAD/Findhelp	Del 4
1.2.1.1.3.3	Approve CE Management Plan	1d	MAD/Findhelp	Del 4
1.2.1.1.4	M: CE Management Plan Approved	0	MAD	Del 4
1.2.1.1.5	Community Engagement - Outreach and Communication Plan	4d		Del 4
1.2.1.1.5.1	Develop Initial Messaging	3d	MAD/Findhelp	Del 4
1.2.1.1.5.2	Deliver Initial Messaging	1d	MAD/Findhelp	Del 4
1.2.1.1.6	M: Community Engagement - Initial Outreach and Communication Complete	0	MAD	Del 4
1.2.1.1.7	Demo and Introduce Pilot Partners to the Solution	4d		Del 4
1.2.1.1.7.1	Develop & Approve Demo Agenda	2d	MAD/Findhelp	Del 4
1.2.1.1.7.2	Schedule Demo	1d	MAD/Findhelp	Del 4
1.2.1.1.7.3	Conduct Demo	1d	Findhelp	Del 4
1.2.1.2	M: Demonstration of Findhelp Solution and Introduction to Key Stakeholders	0	MAD	Del 5

WBS	Task	Duration	Resource	Notes
1.2.1.3	M: Planning Phase Approval Obtained	0	MAD	Del 5
1.2.2	PROJECT CONFIGURATION & TESTING PHASE 2	216d		Del 5
1.2.2.1	Business Requirements Document (BRD)	37d		Del 5
1.2.2.1.1	Requirement Traceability Matrix	32d		Del 5
1.2.2.1.1.1	Develop RTM based on internal meeting R&R	15d	Findhelp	Del 5
1.2.2.1.1.2	Team Create Unit Test Cases/Scripts	15d	Findhelp	Del 5
1.2.2.1.1.3	Revise RTM & TCS/UAT based on Internal Review and get final approval for submission	2d	Findhelp	Del 5
1.2.2.1.1.4	CHECKPOINT - RTM & TCS/UAT Delivered	10d		Del 5
1.2.2.1.1.4.1	Client Conducts Review of RTM & TCS/UAT	5d	MAD	Del 5
1.2.2.1.1.4.2	Findhelp Revise RDD, RTM, TCS/UAT & SDS based on Clients Review	5d	Findhelp	Del 5
1.2.2.1.1.5	M: Client Approves RTM & TCS/UAT	0	MAD	Del 5
1.2.2.1.2	Design Specification Document (DSD)	37d		Del 5
1.2.2.1.2.1	Conduct Internal Meeting to Review DSD templates and select the one to use	5d	Findhelp	Del 5
1.2.2.1.2.2	Develop DSD based on internal meeting R&R	10d	Findhelp	Del 5
1.2.2.1.2.3	Conduct Second Internal Meeting to Review & Finalize DSD before delivering to customer for approval	2d	Findhelp	Del 5
1.2.2.1.2.4	Revise DSD based on Internal Review and get final approval for submission	3d	Findhelp	Del 5
1.2.2.1.2.5	CHECKPOINT - DSD Delivered	10d		Del 5
1.2.2.1.2.5.1	Client Conducts Review of DSD	5d	MAD	Del 5
1.2.2.1.2.5.2	Findhelp Revise DSD based on Clients Review	5d	Findhelp	Del 5
1.2.2.1.2.6	M: Client Approves DSD	0	MAD	Del 5
1.2.2.1.2.7	Prepare final version of the Business Requirements Document (BRD) to include RTM and DSD	5d	Findhelp	Del 5
1.2.2.1.2.8	M: Client Approves BRD	0	MAD	Del 5
1.2.2.2	Confirm Sprint Planning	15d		Del 5
1.2.2.2.1	Confirm, prioritize, and categorize Backlog	10d	MAD/Findhelp	Del 5
1.2.2.2.2	Update Project Schedule with Sprint Timelines	5d	MAD/Findhelp	Del 5
1.2.2.2.3	Update Release/Implementation Calendar	5d	MAD/Findhelp	Del 5
1.2.2.2.4	Update Resource Plan	5d	MAD/Findhelp	Del 5
1.2.2.2.5	M: Sprint Planning Confirmation Complete	0	MAD	Del 5
1.2.2.3	Core Build - Sprints 1 - 3	94d		Del 5
1.2.2.3.1	Sprint 1 - Branding	35d		Del 5
1.2.2.3.1.1	Confirm Branding Requirements	15d	Partner/FH/MAD	Del 5

WBS	Task	Duration	Resource	Notes
1.2.2.3.1.2	Configure Branding Requirements	15d	Partner/FH/MAD	Del 5
1.2.2.3.1.3	Test Branding Requirements	5d	Partner/FH/MAD	Del 5
1.2.2.3.1.4	M: Sprint 1 Complete	0	MAD	Del 5
1.2.2.3.2	Sprint 2 - Partners (Coalition)	55d		Del
1.2.2.3.2.1	Confirm Partners/Coalition Requirements	55d		Del 7
1.2.2.3.2.1.1	Define Governance	55d		Del 7
1.2.2.3.2.1.1	Pre - Integration Tasks	38d		Del 7
1.2.2.3.2.1.1	Confirm New Partners Commitment	10d		Del 7
1.2.2.3.2.1.1 .1.1.1	Health Care Authority	10d	DOH/Findhelp	Del 7
1.2.2.3.2.1.1 .1.1.2	Aging and Long Term Services	10d	ALTSD/Findhelp	Del 7
1.2.2.3.2.1.1 .1.1.3	Child, Youth, & Families	10d	CYFD/Findhelp	Del 7
1.2.2.3.2.1.1	Confirm Funding (if applicable)	3d		Del 7
1.2.2.3.2.1.1 .1.2				
1.2.2.3.2.1.1 .1.2.1	Department of Health	3d	DOH/Findhelp	Del 7
1.2.2.3.2.1.1 .1.2.2	Aging and Long Term Services	3d	ALTSD/Findhelp	Del 7
1.2.2.3.2.1.1 .1.2.3	Child, Youth, & Families	3d	CYFD/Findhelp	Del 7
1.2.2.3.2.1.1	Complete Partner Agreements	20d		Del 7
1.2.2.3.2.1.1 .1.3				
1.2.2.3.2.1.1 .1.3.1	Department of Health	20d	DOH/Findhelp	Del 7
1.2.2.3.2.1.1 .1.3.2	Aging and Long Term Services	20d	ALTSD/Findhelp	Del 7
1.2.2.3.2.1.1 .1.3.3	Child, Youth, & Families	20d	CYFD/Findhelp	Del 7
1.2.2.3.2.1.1	Complete Contract/MOU/BAA	25d		Del 7
1.2.2.3.2.1.1 .1.4				
1.2.2.3.2.1.1 .1.4.1	Department of Health	20d	DOH/Findhelp	Del 7
1.2.2.3.2.1.1 .1.4.2	Aging and Long Term Services	20d	ALTSD/Findhelp	Del 7
1.2.2.3.2.1.1 .1.4.3	Child, Youth, & Families	20d	CYFD/Findhelp	Del 7

WBS	Task	Duration	Resource	Notes
1.2.2.3.2.1.1.2	Submit Proposed Network Agreement	10d	MAD/Findhelp	Del 7
1.2.2.3.2.1.1.3	Customer align and approves current partner agreement	20d	MAD/Findhelp	Del 7
1.2.2.3.2.1.1.4	Complete Partners/coalition configuration design documentation	20d	MAD/Findhelp	Del 7
1.2.2.3.2.1.1.5	Test Initial Configuration (if applicable)	5d	MAD/Findhelp	Del 7
1.2.2.3.2.1.1.6	M: Coalition Configuration Design Approved	0	MAD	Del 7
1.2.2.3.2.1.1.7	M: Sprint 2 Complete	0	MAD	Del 7
1.2.2.3.3	Sprint 3 - Workflow Creation	39d		Del 7
1.2.2.3.3.1	Confirm Site and Workflow Requirements	10d	Findhelp	Del 7
1.2.2.3.3.2	Configure Site and Workflow Requirements	10d	Findhelp	Del 7
1.2.2.3.3.3	Set up MySQL	10d	Findhelp	Del 7
1.2.2.3.3.4	Train Site Administrator	2d	Findhelp	Del 7
1.2.2.3.3.5	Train Analytics	2d	Findhelp	Del 7
1.2.2.3.3.6	Test Site and Workflow Requirements	5d	MAD/Findhelp	Del 7
1.2.2.3.3.7	M: Sprint 3 Complete	0		Del 7
1.2.2.4	Partners Workflow & Site (White Label) Creation	216d		Del 7
1.2.2.4.1	Confirmation of Requirements, Configuration & Testing	57d		Del 7
1.2.2.4.1.1	Sprint 4 - Testing & Enhancements	57d		Del 7
1.2.2.4.1.1.1	Department of Health	52d		Del 7
1.2.2.4.1.1.1.1	Confirm Requirements	10d	Findhelp	Del 7
1.2.2.4.1.1.1.2	Configure Requirements	40d	Findhelp	Del 7
1.2.2.4.1.1.1.3	Develop/Update current partner's system to capture all new requirements (workflow, data elements, etc.)	40d	Findhelp	Del 7
1.2.2.4.1.1.1.4	Test Requirements	2d	DOH/Findhelp	Del 7
1.2.2.4.1.1.2	M: Testing & Enhancements Approved	0		Del 7
1.2.2.4.1.1.3	Aging and Long Term Services	52d		Del 7
1.2.2.4.1.1.3.1	Confirm Requirements	10d	Findhelp	Del 7
1.2.2.4.1.1.3.2	Configure Requirements	40d	Findhelp	Del 7

WBS	Task	Duration	Resource	Notes
1.2.2.4.1.1.3.3	Develop/Update current partner's system to capture all new requirements (workflow, data elements, etc.)	40d	Findhelp	Del 7
1.2.2.4.1.1.3.4	Test Requirements	2d	ALTSD/Findhelp	Del 7
1.2.2.4.1.1.4	M: Testing & Enhancements Approved	0		Del 7
1.2.2.4.1.1.5	Child, Youth, & Families	52d		Del 7
1.2.2.4.1.1.5.1	Confirm Requirements	10d	Findhelp	Del 7
1.2.2.4.1.1.5.2	Configure Requirements	40d	Findhelp	Del 7
1.2.2.4.1.1.5.3	Develop/Update current partner's system to capture all new requirements (workflow, data elements, etc.)	40d	Findhelp	Del 7
1.2.2.4.1.1.5.4	Test Requirements	2d	CYFD/Findhelp	Del 7
1.2.2.4.1.1.6	M: Testing & Enhancements Approved	0		Del 7
1.2.2.4.2	Sprint 5 - End-to-End Testing	14d		Del 7
1.2.2.4.2.1	Perform End-to-End Testing	5d	Findhelp	Del 7
1.2.2.4.2.2	Fix Defects	5d	Findhelp	Del 7
1.2.2.4.2.3	Report Testing Status	2d	Findhelp	Del 7
1.2.2.4.2.4	Perform Testing Close Out Report	2d	Findhelp	Del 7
1.2.2.4.2.5	M: End-to-End Testing Complete	0	MAD	Del 7
1.2.2.4.3	M: All Partners Testing & Enhancements Approved	0	MAD	Del 7
1.2.2.4.4	M: Sprint 4 and 5 Complete	0	MAD	Del 7
1.2.2.4.5	M: Operational Readiness Approved	0	MAD	Del 7
1.2.2.4.6	PROJECT DOCUMENTATION PHASE	174d		Del 7
1.2.2.4.6.1	Communication Plan	18d		Del 7
1.2.2.4.6.1.1	Update Communication Plan to include new partners	1d	Findhelp	Del 7
1.2.2.4.6.1.2	Conduct Second Internal Meeting to Review & Finalize plan before delivering to customer for approval	1d	Findhelp	Del 7
1.2.2.4.6.1.3	Revise plan based on Internal Review and get final approval for submission	3d	Findhelp	Del 7
1.2.2.4.6.1.4	CHECKPOINT - Updated Communication Plan Delivered	13d		Del 7
1.2.2.4.6.1.4.1	Client Conducts Review of plan	10d	MAD	Del 7
1.2.2.4.6.1.4.2	Findhelp Revise plan based on Client's Review	3d	Findhelp	Del 7
1.2.2.4.6.1.5	M: Client Approves Communication Plan	0	MAD	Del 7

WBS	Task	Duration	Resource	Notes
1.2.2.4.6.2	Risk Management Plan	165d		Del 7
1.2.2.4.6.2.1	Update Risk Management Plan to include new partners	1d	Findhelp	Del 7
1.2.2.4.6.2.2	Conduct Second Internal Meeting to Review & Finalize plan before delivering to customer for approval	1d	Findhelp	Del 7
1.2.2.4.6.2.3	Revise plan based on Internal Review and get final approval for submission	3d	Findhelp	Del 7
1.2.2.4.6.2.4	CHECKPOINT - Risk Management Plan Delivered	13d		Del 7
1.2.2.4.6.2.4.1	Client Conducts Review of plan	10d	MAD	Del 7
1.2.2.4.6.2.4.2	Findhelp Revise plan based on Client's Review	3d	Findhelp	Del 7
1.2.2.4.6.2.5	M: Client Approves Risk Management Plan	0	MAD	Del 7
1.2.2.4.6.3	Test Plan	22d		Del 7
1.2.2.4.6.3.1	Update Testing Plan to include new partners	5d	Findhelp	Del 7
1.2.2.4.6.3.2	Conduct Second Internal Meeting to Review & Finalize plan before delivering to customer for approval	1d	Findhelp	Del 7
1.2.2.4.6.3.3	Revise plan based on Internal Review and get final approval for submission	3d	Findhelp	Del 7
1.2.2.4.6.3.4	CHECKPOINT - Test Plan Delivered	13d		Del 7
1.2.2.4.6.3.4.1	Client Conducts Review of plan	10d	MAD	Del 7
1.2.2.4.6.3.4.2	Findhelp Revise plan based on Client's Review	3d	Findhelp	Del 7
1.2.2.4.6.3.5	M: Client Approves Test Plan	0	MAD	Del 7
1.2.2.4.6.4	Training Plan	27d		Del 7
1.2.2.4.6.4.1	Update Training Plan to include new partners	1d	Findhelp	Del 7
1.2.2.4.6.4.2	Develop plan based on internal meeting R&R	10d	Findhelp	Del 7
1.2.2.4.6.4.3	Revise plan based on Internal Review and get final approval for submission	3d	Findhelp	Del 7
1.2.2.4.6.4.4	CHECKPOINT - Training Plan Delivered	13d		Del 7
1.2.2.4.6.4.4.1	Client Conducts Review of plan	10d	MAD	Del 7
1.2.2.4.6.4.4.2	Findhelp Revise plan based on Client's Review	3d	Findhelp	Del 7
1.2.2.4.6.4.5	M: Client Approves Training Plan	0	MAD	Del 7
1.2.2.4.6.5	Implementation Plan	27d		Del 7
1.2.2.4.6.5.1	Update Implementation Plan to include new partners	1d	Findhelp	Del 7
1.2.2.4.6.5.2	Develop plan based on internal meeting R&R	10d	Findhelp	Del 7

WBS	Task	Duration	Resource	Notes
1.2.2.4.6.5.3	Revise plan based on Internal Review and get final approval for submission	3d	Findhelp	Del 7
1.2.2.4.6.5.4	CHECKPOINT - Implementation Plan Delivered	13d		Del 7
1.2.2.4.6.5.4.1	Client Conducts Review of plan	10d	MAD	Del 7
1.2.2.4.6.5.4.2	Findhelp Revise plan based on Client's Review	3d	Findhelp	Del 7
1.2.2.4.6.5.5	M: Client Approves Implementation Plan	0	MAD	Del 7
1.2.2.4.7	PROJECT PHASE 2 DEPLOYMENT (Including Counties and healthcare centers)	35d		Del 7
1.2.2.4.7.1	Phase 2 Training	29d		Del 4
1.2.2.4.7.1.1	Confirm Training Logistics	5d	Findhelp	Del 4
1.2.2.4.7.1.2	Gather Partner Agreements	1d	Findhelp	Del 4
1.2.2.4.7.1.3	Communicate Go-Live and onboarding logistics	1d	Findhelp	Del 4
1.2.2.4.7.1.4	Schedule Training	1d	Findhelp	Del 4
1.2.2.4.7.1.5	Review Go Live Support Plan	1d	Findhelp	Del 4
1.2.2.4.7.1.6	Deliver Training	5d	Findhelp	Del 4
1.2.2.4.7.2	M: Phase 2 Training Complete	0		Del 4
1.2.2.4.7.3	PHASE 2 Launch	6d		Del 4
1.2.2.4.7.3.1	Provide Users Access to Production	1d	Findhelp	Del 4
1.2.2.4.7.3.2	Iterative Phase 2 Launch (GO LIVE)	5d	Findhelp	Del 4
1.2.2.4.7.3.3	Iterative Phase 2 Launch Feedback	5d	Findhelp	Del 4
1.2.2.4.7.3.4	Iterative Findhelp Updates Based on Phase 2 Launch	5d	Findhelp	Del 4
1.2.2.4.7.4	M: Phase2 Deployment Documentation Updates Complete	0		Del 7
1.2.2.4.8	M: Go-Live for Phase 2 Complete	0		Del 7
1.2.3	PROJECT PHASE 2 EVALUATION & CLOSURE	3d		Del 7
1.2.3.1	Complete Retrospective Lessons Learned	3d	Findhelp	Del 7
1.2.3.2	M: Phase 2 Closed	0	MAD	Del 7
1.2.4	M: Project Phase 2 Acceptance	0	MAD	Del 7
1.3	PROJECT PHASE 3 - Next for integration	122d		Del 7
1.3.1	PROJECT PLANNING PHASE 3	8d		Del 7
1.3.1.1	Community Engagement - Outreach and Communication Plan Phase 3	4d		Del 5
1.3.1.1.1	Develop Initial Messaging	3d	MAD/Findhelp	Del 5
1.3.1.1.2	Deliver Initial Messaging	1d	MAD/Findhelp	Del 5

WBS	Task	Duration	Resource	Notes
1.3.1.2	M: Community Engagement - Initial Outreach and Communication Complete	0		Del 5
1.3.1.3	Demo and Introduce Pilot Partners to the Solution	4d		Del 5
1.3.1.3.1	Develop & Approve Demo Agenda	2d	MAD/Findhelp	Del 5
1.3.1.3.2	Schedule Demo	1d	MAD/Findhelp	Del 5
1.3.1.3.3	Conduct Demo	1d	MAD/Findhelp	Del 5
1.3.1.4	M: Demonstration of Findhelp Solution and Introduction to Key Stakeholders	0	MAD	Del 5
1.3.1.5	M: Planning Phase Approval Obtained	0	MAD	Del 5
1.3.2	PROJECT CONFIGURATION & TESTING PHASE 3 - System Evaluation and Expansion (Sprint 6)	98d		Del 5
1.3.2.1	Pre - DDI Integration Tasks	32d		Del 5
1.3.2.1.1	Confirm New Partners Commitment	5d		Del 5
1.3.2.1.1.1	Department of Workforce Solutions	5d	DWS/Findhelp	Del 5
1.3.2.1.1.2	Early Childhood & Care	5d	ECC/Findhelp	Del 5
1.3.2.1.1.3	Higher Education Department	5d	HED/Findhelp	Del 5
1.3.2.1.1.4	Public Education Department	5d	PED/Findhelp	Del 5
1.3.2.1.2	Confirm Funding (if applicable)	2d		Del 5
1.3.2.1.2.1	Department of Workforce Solutions	2d	DWS/Findhelp	Del 5
1.3.2.1.2.2	Early Childhood & Care	2d	ECC/Findhelp	Del 5
1.3.2.1.2.3	Higher Education Department	2d	HED/Findhelp	Del 5
1.3.2.1.2.4	Public Education Department	2d	PED/Findhelp	Del 5
1.3.2.1.3	Complete Partner Agreements	20d		Del 5
1.3.2.1.3.1	Department of Workforce Solutions	20d	DWS/Findhelp	Del 5
1.3.2.1.3.2	Early Childhood & Care	20d	ECC/Findhelp	Del 5
1.3.2.1.3.3	Higher Education Department	20d	HED/Findhelp	Del 5
1.3.2.1.3.4	Public Education Department	20d	PED/Findhelp	Del 5
1.3.2.1.4	Complete Contract/MOU/BAA	25d		Del 5
1.3.2.1.4.1	Department of Workforce Solutions	20d	DWS/Findhelp	Del 5
1.3.2.1.4.2	Early Childhood & Care	20d	ECC/Findhelp	Del 5
1.3.2.1.4.3	Higher Education Department	20d	HED/Findhelp	Del 5
1.3.2.1.4.4	Public Education Department	20d	PED/Findhelp	Del 5
1.3.2.2	Confirmation of Requirements, Configuration & Testing	64d		Del 5
1.3.2.2.1	Sprint 6 - Testing & Enhancements	64d		Del 5
1.3.2.2.1.1	Department of Workforce Solutions	52d		Del 5

WBS	Task	Duration	Resource	Notes
1.3.2.2.1.1.1	Confirm Requirements	7d	Findhelp	Del 5
1.3.2.2.1.1.2	Configure Requirements	40d	Findhelp	Del 5
1.3.2.2.1.1.3	Develop/Update current partner's system to capture all new requirements (workflow, data elements, etc.)	40d	Findhelp	Del 5
1.3.2.2.1.1.4	Test Requirements	5d	DWS/Findhelp	Del 5
1.3.2.2.1.2	M: Testing & Enhancements Approved	0		Del 5
1.3.2.2.1.3	Early Childhood & Care	49d		Del 5
1.3.2.2.1.3.1	Confirm Requirements	7d	Findhelp	Del 5
1.3.2.2.1.3.2	Configure Requirements	40d	Findhelp	Del 5
1.3.2.2.1.3.3	Develop/Update current partner's system to capture all new requirements (workflow, data elements, etc.)	40d	Findhelp	Del 5
1.3.2.2.1.3.4	Test Requirements	2d	ECC/Findhelp	Del 5
1.3.2.2.1.4	M: Testing & Enhancements Approved	0		Del 5
1.3.2.2.1.5	Higher Education Department	49d		Del 5
1.3.2.2.1.5.1	Confirm Requirements	7d	Findhelp	Del 5
1.3.2.2.1.5.2	Configure Requirements	40d	Findhelp	Del 5
1.3.2.2.1.5.3	Develop/Update current partner's system to capture all new requirements (workflow, data elements, etc.)	40d	Findhelp	Del 5
1.3.2.2.1.5.4	Test Requirements	2d	HED/Findhelp	Del 5
1.3.2.2.1.6	M: Testing & Enhancements Approved	0		Del 5
1.3.2.2.1.7	Public Education Department	59d		Del 5
1.3.2.2.1.7.1	Confirm Requirements	7d	Findhelp	Del 5
1.3.2.2.1.7.2	Configure Requirements	40d	Findhelp	Del 5
1.3.2.2.1.7.3	Develop/Update current partner's system to capture all new requirements (workflow, data elements, etc.)	40d	Findhelp	Del 5
1.3.2.2.1.7.4	Test Requirements	2d	PED/Findhelp	Del 5
1.3.2.2.1.8	M: Testing & Enhancements Approved	0		Del 5
1.3.2.3	M: All Partners Testing & Enhancements Approved	0		Del 5
1.3.2.4	Sprint 7 - End-to-End Testing	17d		Del 5
1.3.2.4.1	Perform End-to-End Testing	5d	Findhelp	Del 5
1.3.2.4.2	Fix Defects	10d	Findhelp	Del 5
1.3.2.4.3	Report Testing Status	1d	Findhelp	Del 5
1.3.2.4.4	Perform Testing Close Out Report	1d	Findhelp	Del 5
1.3.2.4.5	M: End-to-End Testing Complete	0		Del 5
1.3.2.4.6	M: All Partners Testing & Enhancements Approved	0		Del 5
1.3.2.4.7	M: Sprint 7 Complete	0		Del 5

WBS	Task	Duration	Resource	Notes
1.3.2.4.8	M: Operational Readiness Approved	0		Del 5
1.3.3	PROJECT PHASE 3 DEPLOYMENT EXECUTION	38d		Del 5
1.3.3.1	Phase 3 Training	27d		Del 5
1.3.3.1.1	Confirm Training Logistics	5d	Findhelp	Del 5
1.3.3.1.2	Communicate Go-Live and onboarding logistics	1d	Findhelp	Del 5
1.3.3.1.3	Schedule Training	1d	Findhelp	Del 5
1.3.3.1.4	Review Go Live Support Plan	1d	Findhelp	Del 5
1.3.3.1.5	Deliver Training	10d	Findhelp	Del 5
1.3.3.2	M: Phase 3 Training Complete	0		Del 5
1.3.3.3	M: Operational Readiness Approved	0		Del 5
1.3.3.4	PHASE 3 Launch	11d		Del 5
1.3.3.4.1	Provide Users Access to Production	1d	Findhelp	Del 5
1.3.3.4.2	Iterative Phase 3 Launch (GO LIVE)	10d	Findhelp	Del 5
1.3.3.4.3	Iterative Phase 3 Launch Feedback	10d	Findhelp	Del 5
1.3.3.4.4	Iterative Findhelp Updates Based on Phase 3 Launch	10d	Findhelp	Del 5
1.3.3.4.5	M: Phase 3 Deployment Documentation Updates Complete	0		Del 5
1.3.3.4.6	M: Project Phase 3 Acceptance	0		Del 5
1.3.3.5	M: Go-Live for Phase 3 Complete	0		Del 5
1.3.4	PROJECT PHASE 3 EVALUATION & CLOSURE	3d		Del 5
1.3.4.1	Complete Retrospective Lessons Learned	2d	Findhelp	Del 5
1.3.4.2	Conduct Project Closure Meeting & Celebration	1d	MAD/Findhelp	Del 5
1.3.5	M: Project Phase 3 Acceptance	0		Del 5
1.4	COMPLETE PROJECT EVALUATION & CLOSURE	0		Del 5
	Produce Dashboard and supply data for eval			Del 9
1.4.1	M: Full Project Closure Acceptance	0		Del 5
1.4.1.2	Obtain Project Closure Approval		MAD/Findhelp	
1.4.1.3	Provide Ongoing Support Post-Implementation			Del 6
1.4.1.4	Project Manager will oversee the Overall CLRS Contractor Project Management Activities		Findhelp	Del 6
1.4.1.5	Account Director shall manage ongoing day-to-day authority to manage the CLRS project and will serve as primary point of contact with NM MAD Leadership		Findhelp	Del 6

WBS	Task	Duration	Resource	Notes
1.4.1.6	Community Engagement Managers (2) will provide ongoing recruitment, training, and retention activities for CBO partnerships throughout New Mexico		Findhelp	Del 6
1.5	Interoperability		Findhelp	Del 10
1.5.1	Develop and implement interoperability (IT) between NM CLRS Software		Findhelp	Del 10
1.5.1	Maintain Interoperability interface and platform		Findhelp	Del 10