

STATE OF NEW MEXICO
HEALTH CARE AUTHORITY
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Health Care Authority**, hereinafter referred to as the “HCA,” and **Health Management Associates**, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the State Purchasing Division (SPD) Contracts Review Bureau (CRB).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

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

2. Compensation.

A. The HCA shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed three hundred seventy-four thousand nine hundred twenty dollars (\$374,920.00) including gross receipt tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HCA when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

The HCA shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed \$108,080.00, including gross receipts tax, if applicable in FY2025.

The HCA shall pay to the Contractor in full payment for services satisfactorily performed compensation not to exceed \$266,840.00, including gross receipts tax, if applicable in FY2026.

B. Payment in FY2025 and FY2026 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the HCA no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. The State fiscal year runs July 1st-June 30th. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HCA finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the HCA that the

services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the HCA shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CRB. This Agreement shall terminate on **12/31/2025**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; HCA Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the HCA shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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

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

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the HCA.

11. Product of Service - Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has

been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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

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

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

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

13. Amendment.

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

B. If the HCA proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement, including any and all attachments, exhibits and/or appendices, incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the HCA and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it

receives notice thereof, notify the legal counsel of the HCA and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the HCA: Joseph Tighe, Finance Director
Health Care Authority- DDSD
1190 S. St. Francis Drive
Santa Fe, NM 87505

To the Contractor: Jeffrey M. DeVries
Contracts Senior Director
2501 Woodlake Cir, Ste. 100
Okemos, MI 48864
Contracts@healthmanagement.com
Copy: Legal@healthmanagement.com

25. Debarment and Suspension.

A. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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

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

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

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

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

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

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

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

27. 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."

28. Drug Free Workplace.

A. *Definitions.* As used in this paragraph—
"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.
"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

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

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

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

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- a) Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B(1);
 - b) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
 - c) Notify the HCA Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - d) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) 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
- 3) 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 PSC 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 HCA, 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 PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

29. Findings and Sanctions.

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

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

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

30. Performance.

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

A. All work will be performed under the supervision of the Contractor and/or the Contractor's responsible employees

B. Contractor agrees if Personally Identifiable Information (PII) as defined by the National Institute of Standards of Technology, limited to PII received from, or created on behalf of, HCA by Contractor pursuant to the Services; referred to as Confidential Information in Article 21 of this Agreement, 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 subcontractor of the Contractor is prohibited.

C. Contractor agrees that it will account for all PII upon receipt and store in a secure manner 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.

D. The Contractor certifies that the PII processed during the performance of this Agreement will be purged from all electronic data storage components in Contractor's facilities, including paper files, recordings, video, written records, printers, copiers, scanners and all magnetic and flash memory components of all systems and portable media, and no output will be retained by the Contractor at the time the work is completed or when this Contract is terminated. If immediate purging of all electronic data storage components is not possible, the Contractor certifies that any PII remaining in any storage component will be safeguarded to prevent unauthorized disclosures beyond the term of this Agreement as long as Contractor is in possession of such PII.

E. Any spoilage or any intermediate hard copy printout that may result during the processing of PII will be given to the HCA or his or her designee. When this is not possible, the Contractor will be responsible for the destruction (in a manner approved by the HCA) of the spoilage or any intermediate hard copy printouts, and will provide the HCA or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

F. All of Contractor's systems receiving, processing, storing, or transmitting PII must meet the requirements defined in relevant federal regulations that apply to this contract. To meet functional and assurance requirements, the security features of the Contractor's environment must provide for 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 PII.

G. The HCA will have the right to terminate the contract if the Contractor and his or her employees fail to provide the safeguards described above, consistent with the termination clause herein.

H. All incidents affecting the compliance, operation, or security of the HCA's Confidential Information must be reported to the HCA. The Contractor shall notify the HCA 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.

I. The Contractor must provide the HCA 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 PII. In addition to the corrective action, the Contractor must provide daily 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.

J. All client files created or used to provide services under this Agreement, as between the parties, are at all times property of HCA. Upon HCA's request, all such client files and patient records shall be returned to HCA upon HCA's request or no later than the final agreed upon termination date of this contract.

K. HCA Personally Identifiable Information (PII) cannot be accessed by HCA employees, agents, representatives, or contractors located offshore, outside of the United States territories, embassies, or military installations. Further, HCA PII may not be received, processed, stored, transmitted, or disposed of by information technology (IT) systems located offshore.

31. 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 his/her employment or official position, has possession of or access to HCA 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 PII must be preceded by certifying that each individual understands the HCA's applicable security policy and procedures for safeguarding PII. Contractors must maintain their authorization to access PII through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review.

32. Inspection.

The HCA shall have the right, with 24-hour notice, to send its inspectors into the offices and plants of the Contractor to inspect the facilities and operations provided for the performance of any work related to PII under 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.

33. 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.

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

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

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

35. 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.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the GSD CRB below:

By:  Date: 4/30/2025
Signed by: C209B08E482542B...
HCA Cabinet Secretary

By:  Date: 4/26/2025
DocuSigned by: FB15A98045214DA...
HCA Chief Financial Officer

Approved for legal sufficiency:

By:  Date: 4/28/2025
DocuSigned by: 6241C19C1E01414...
HCA General Counsel

By:  Date: 4/23/2025
Signed by: E36A79D3FDA046D...
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

BTIN ID Number: 02-347470-00-0

By:  Date: 4/30/2025
DocuSigned by: A1E23200AE974AA...
Tax and Revenue Department Representative

This Agreement has been approved by the State Purchasing Division:

By:  Date: 5/9/2025
State Purchasing Division/Contracts Review Bureau

Exhibit A**SCOPE OF WORK**

The Developmental Disabilities Supports Division of the Health Care Authority is seeking a professional organization that specializes in economics, statistics, and actuaries with experience in health care financing and financial modeling specific to Home and Community Based Services (HCHS) waiver programs.

Contractor shall conduct an independent rate study including rate analysis and rate setting; and research and business analysis to recommend reimbursement rates for the provision of services for individuals with intellectual and developmental disabilities receiving services through all four Home and Community Based Services Waivers; the Developmental Disabilities Waiver (DDW), Mi Via Waiver (MV), Medically Fragile Waiver (MF) and the Supports Waiver (SW.) The rate study will be conducted in accordance with the Centers for Medicare and Medicaid Services (CMS) guiding rules for rate setting methodology for 1915 (c) waivers.

A. RATE STUDY**1. Developmental Disabilities Waiver**

The rate study will include all services and rates approved by CMS in the current DDW. There are approximately 59 service codes and billable units of service include 15 minutes, each, month, hour, day, per mile, and item.

2. Mi Via Waiver

The rate study will include all services and rates approved by CMS in the current MV Waiver. There are approximately 58 service codes and billable units of service include 15 minutes, each, month, hour, day, and item.

3. Medically Fragile Waiver

The rate study will include all services and rates approved by CMS in the current MF Waiver. There are approximately 25 service codes and billable units of service include 15 minutes, each, month, hour, day, and item.

4. Supports Waiver: Agency Based Model and Participant Directed Model

The rate study will include all services and rates approved by CMS in the current SW Waiver. There are approximately 30 combined service codes between the two models and billable units of service include 15 minutes, each, month, hour, day, and item.

The Contractor will:

1. Provide a road map and guidance on how to incorporate value-based rates and make recommendations for the state for which rates should be incentivized, according to DDSD priorities. Provide guidance on reimbursement strategies for:
 - a. Incentivizing performance/outcomes as part of the rate structure in accordance with CMS guidelines; and
 - b. Uptake of underutilized services.

2. Review the utility of incentive and standard rates – should these distinctions continue or discontinue? If they continue, develop an implementation plan to include all four HCBS waivers.
3. Determine and explain decision related to the use of subcontractors versus use of employees in the rate study.
4. Divide Supported Living Category 4 into 2 rates, one for behavioral needs and one for medical needs, with corresponding modifiers for DDW.
5. Propose unique rates for telehealth work versus face-to-face service delivery rates.
6. Include proposed Individual Budget Allotment (IBA) limitation increases for all rate increases for the Mi Via Waiver and Supports Waiver.
7. Update fee schedules for recommended rates.
8. Be available and respond in writing to public comment/questions related to the study's findings and recommendations.
9. Research best practices, conduct reviews of literature, and other sources, gather information from providers, and summarize best practice results in a report to DDS. Areas of research include, but are not limited to the following:
 - a. Service definitions
 - b. Levels of need for each service
 - c. Units of services
 - d. Rate setting employed in other states
 - e. Geographic adjustments for cost of living
 - f. Costs that are not allowed
 - g. Waiver management to utilize existing resources more efficiently.
10. Develop a method to assess the quality of services provided and the impact, if any, of rates paid and/or costs to the provider.
11. Based on professional and industry standards, propose a detailed methodology approved by CMS to collect data from DD, SW, and MF waiver providers and Mi Via and SW Vendors regarding provider costs including current rates received for delivering HCBS waiver services. Types of data include, but are not limited to direct support personnel staff wages, benefits, productivity, program support, agency administration, program support costs and other costs.
12. Propose a Rate Study methodology that includes, but is not limited to the collection of data on:
 - a. The market salaries of each discipline based on national and state data;
 - b. Employee-related costs, including but not limited to taxes; worker's compensation;
 - c. Determine recent and projected changes in costs due to factors that include inflation, changes in the applicable minimum wage, and any newly effective requirements for employers during the period covered by the rate study and build into rate recommendations.
 - d. Consider and factor into recommended rates the additional costs that would be incurred by direct support professional's (DSP) provider/vendor agencies if all DSPs were paid at least 150% of the state minimum wage.
 - e. Include paid family medical leave costs (.4% payroll from providers) into recommended rates.

- f. Evaluate the Department of Labor Overtime Exemption Proposed Rule: Notice of Proposed Rulemaking: Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Outside Sales and Computer Employees and provide recommendations and amounts for how to incorporate this into existing rates annually, specifically salaried employees and providers.
 - g. Health care benefits; training; travel/mileage; vacation; holidays; and sick leave;
 - h. Administrative staff costs, including but not limited to data entry; billing; quality assurance; and supervision;
 - i. Productivity;
 - j. Other Administration/indirect costs, including but not limited to facility; supplies; equipment; translation and interpretation;
 - k. Percent of billable/productive time utilizing a time study;
 - l. Comparable cost and rates established by other states to validate findings and recommendations;
 - m. Acuity and level of care;
 - n. Results of the information gathered from the DD, SW, MF providers and Mi Via and SW vendors.
 - o. Cost related to the implementation of the CMS Ensuring Access to Medicaid Services Final Rule;
 - p. Cost related to complying with the DOL Home Care Rule;
 - q. Cost related to utilizing the EVV system.
13. Summarize and aggregate all data gathered, prepare, and present the report to HCA/DDSD.
 14. Propose a work plan and timelines for completion of the Rate Study. The work plan will include, but not limited to a) all project activities; b) milestones; c) timelines; d) deliverables; and e) resources assigned to each rate study activity.
 15. Obtain approval of the work plan by HCA/DDSD.
 16. Submit deliverables as specified in the approved work plan and report on the status of activities completed.

A. Proposed Rate Models

1. Develop and propose draft rate models for each waiver program and service categories identified by the HCA/DDSD.
2. The draft rate models shall be based on data collected from the providers and other data sources agreed to by the HCA/DDSD.
- 3.
4. The rate models shall detail specific assumptions related to the actual cost of delivering each service included, but not limited to:
 - a. direct support personnel wages;
 - b. benefits;
 - c. productivity;
 - d. billable hours;
 - e. staffing ratios;
 - f. staff cost per billable hours;

- g. capital costs;
 - h. operating costs;
 - i. administrative and program support costs;
 - j. transportation;
 - k. other relevant factors;
 - l. cost related to the implementation of the CMS Ensuring Access to Medicaid Services Final Rule
 - m. cost related to complying with the DOH Home Care Rule; and
 - n. cost related to utilizing an EVV system.
5. The rate models shall incentivize priority services determined by DOH/DDSD.
 6. Provide documentation that supports the rate models and key assumptions used to establish the proposed rates.
 7. Develop a fiscal impact analysis report identifying:
 - a. The financial impact associated with the adoption of a new rate and payment structure by service area and waiver program.
 - b. Potential budgetary changes required to support proposed rate structure.
 - c. The report should also identify the impact on current provider types of proposed rates increase or decrease.
 8. Revise rate methodology and update rate models based on feedback from HCA/DDSD, HCA/MAD, Rate Setting Workgroup and Advisory Council on Quality Supports for Individuals with Developmental Disabilities and Their Families (ACQ).
 9. Apply modifications to final rate models and revise supporting documentation to reflect the changes.
 10. Recommend revisions to service definitions and standards based on outcome of the rate study.
 11. Present results to DDSD and HCA/MAD senior management, Rate Setting Committee, and the ACQ.
 12. Revise Fee Schedules and Individual Budget Allotments to reflect recommended rates.

B. Stakeholder Engagement

1. The Contractor will be required to facilitate meetings with the Rate Study Workgroup and ACQ to identify the best strategies to include, but not be limited to collection of information from the DD waiver providers, MF waiver providers, SW providers Mi Via vendors; cost reporting; and Rate Study requirements.

2. Provide the information gathered from the DD, MF and SW waiver providers and Mi Via and SW vendors, draft rate models with supporting documentation, and fiscal impact report to the Rate Study Committee.
3. Participate and support HCA/MAD to obtain public comment on the rate model, including but not limited to presenting on the rate methodology; draft rates; and drafting responses to public comments as request by HCA/DDSD.
4. Gather, summarize, and respond to all comments received from HCA/DDSD review and approval.

Deliverable Table

Deliverable Number 1 - Conduct Background Research and Develop Rate Study Work Plan

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Conduct Background Research and Develop Rate Study Work Plan</u>	<u>30 Days Post Contract Execution</u>	<u>Total Compensation Amount for this deliverable not to exceed \$44,800, including GRT.</u> <u>To be invoiced and paid in full upon Procuring Entity's final review and acceptance; Amount Payable on Acceptance Not to Exceed \$44,800, including GRT.</u>

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
<u>1.0 Initial Assessment</u>	<u>1.1</u>	<ul style="list-style-type: none"> The Contractor shall provide an initial review of the activities required early in the project, particularly as it relates to planning. This will include developing a comprehensive Project Work Plan.
	<u>1.2</u>	<ul style="list-style-type: none"> The Contractor shall review existing waiver applications, current provider policy/billing manuals, recent rates etc. The Contractor shall document findings and questions.
	<u>1.3</u>	<ul style="list-style-type: none"> The Contractor shall hold project kickoff meeting with DDSD and present work plan; revise workplan based on feedback; and hold project kickoff with other Stakeholders.

Deliverable Number 2 - Provider Survey and Time Study

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Provider Survey and Time Study</u>	<u>90 Days Post Contract Execution</u>	<u>Total Compensation Amount for this deliverable not to exceed \$63,280, including GRT.</u> <u>To be invoiced and paid in full upon Procuring Entity's final review and acceptance; Amount Payable on Acceptance Not to Exceed \$63,280, including GRT.</u>

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
<u>1.0 Provider Survey</u> <u>2.0 Time Study</u>	1.1	<ul style="list-style-type: none"> The Contractor shall develop and administer a provider survey
	1.2	<ul style="list-style-type: none"> The Contractor shall evaluate provider survey results and present results to DDSD and stakeholders for review and feedback.
	2.1	<ul style="list-style-type: none"> The Contractor shall develop and administer a time study
	2.2	<ul style="list-style-type: none"> The Contractor shall evaluate time study results and present results to DDSD and stakeholders for review and feedback.

Deliverable Number 3 - Research and Analysis

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Research and Analysis</u>	<u>120 Days Post Contract Execution</u>	<u>Total Compensation Amount for this deliverable not to exceed \$85,320, including GRT.</u> <u>To be invoiced and paid in full upon Procuring Entity's final review and acceptance; Amount Payable on Acceptance Not to Exceed \$85,320, including GRT.</u>

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
<u>1.0 Benchmark States</u>	1.1	<ul style="list-style-type: none"> The Contractor shall select benchmark states for comparison to DDS rates; analyze these states' service policies to qualify comparisons drawn to DDS rates.
<u>2.0 Analysis</u>	2.1	<ul style="list-style-type: none"> The Contractor shall consider potential changes to service requirements and billing policies. And evaluate options for tying rates to levels of care.
	2.2	<ul style="list-style-type: none"> The Contractor shall conduct analysis of potential cost differences based on geography.
	2.3	<ul style="list-style-type: none"> The Contractor shall consider existing and potential strategies to incentivize desired outcomes and increase uptake of underutilized services.
	2.4	<ul style="list-style-type: none"> The Contractor shall evaluate the impact and scope of various federal laws and rules (EVV, DOL Home Care Rule, and DOL Overtime Exemption Rule)
	2.5	<ul style="list-style-type: none"> The Contractor shall research best practices, conduct reviews of literature, and other sources, gather information from providers, and summarize best practice results for DDS. Areas of research include, but are not limited to the following: <ul style="list-style-type: none"> a. Service definitions b. Levels of need for each service c. Units of services d. Rate setting employed in other states e. Geographic adjustments for cost of living f. Costs that are not allowed

		g. Waiver management to utilize existing resources more efficiently.
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Deliverable Number 4 – Develop Draft Rate Models

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Develop Draft Rate Models</u>	<u>120 Days Post Contract Execution</u>	<u>Total Compensation Amount for this deliverable not to exceed \$55,880, including GRT.</u> <u>To be invoiced and paid in full upon Procuring Entity's final review and acceptance; Amount Payable on Acceptance Not to Exceed \$55,880, including GRT.</u>

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
<u>1.0 Draft Rate Models</u>	<u>1.1</u>	<ul style="list-style-type: none"> The Contractor shall develop draft rate models (including separate models for behaviorally and medically focused supported living)
	<u>1.2</u>	<ul style="list-style-type: none"> The Contractor shall measure and report the impact of changes in minimum wage and other emerging regulations within the draft rates.
	<u>1.3</u>	<ul style="list-style-type: none"> The Contractor shall develop model options that account for acuity, incentive priority services, and facilitate telehealth for select services
	<u>1.4</u>	<ul style="list-style-type: none"> The Contractor shall estimate the fiscal impact of rate implementation, including fiscal models that identify alternative scenarios. Evaluate changes to Individual Budget Allotments
	<u>1.5</u>	<ul style="list-style-type: none"> The Contractor shall present all findings and supporting documentation to DDS, including any recommended changes to service requirements

Deliverable Number 5 – Collect and Respond to Public Comments

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Collect and Respond to Public Comments</u>	<u>150 Days Post Contract Execution</u>	<u>Total Compensation Amount for this deliverable not to exceed \$35,040, including GRT.</u> <u>To be invoiced and paid in full upon Procuring Entity's final review and acceptance; Amount Payable on Acceptance Not to Exceed \$35,040, including GRT.</u>

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
<u>1.0 Public Comment</u>	<u>1.1</u>	<ul style="list-style-type: none"> The Contractor shall develop a comprehensive presentation overviewing the rate study process and facilitate a public comment kickoff meeting
	<u>1.2</u>	<ul style="list-style-type: none"> The Contractor shall facilitate public comment period, inviting all interested parties to review and comment on the rate proposal

Deliverable Number 6 – Final Rate Models and Summary Report

<u>Deliverable Name</u>	<u>Due Date</u>	<u>Compensation</u>
<u>Final Rate Models and Summary Report</u>	<u>180 Days Post Contract Execution</u>	<u>Total Compensation Amount for this deliverable not to exceed \$90,600, including GRT.</u> <u>To be invoiced and paid in full upon Procuring Entity's final review and acceptance; Amount Payable on Acceptance Not to Exceed \$90,600, including GRT.</u>

<u>Task Item</u>	<u>Sub Tasks</u>	<u>Description</u>
<u>1.0 Final Rate Models</u>	<u>1.1</u>	<ul style="list-style-type: none"> The Contractor shall compile and summarize public comments; meet with DDSD to discuss and make any appropriate changes to recommendations.
	<u>1.2</u>	<ul style="list-style-type: none"> The Contractor shall finalize rate models and develop a draft outline of the capstone report
	<u>1.3</u>	<ul style="list-style-type: none"> The Contractor shall draft the report and deliver to DDSD for review and written feedback
	<u>1.4</u>	<ul style="list-style-type: none"> The Contractor shall finalize the report, revise/finalize all other project deliverables (rate schedules, IBA's, etc.) and submit to DDSD