

STATE OF NEW MEXICO  
INDIAN AFFAIRS DEPARTMENT  
PROFESSIONAL SERVICES CONTRACT # 26-609-P696-00012

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **INDIAN AFFAIRS DEPARTMENT**, hereinafter referred to as the “Agency” or “Department,” and the **Regents of University of New Mexico (UNM) for its public operation known as the Health Sciences Center**, hereinafter referred to as the “Contractor,” and is effective as of the date of signature by the Department’s Cabinet Secretary or designee.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

- A. The Contractor will be responsible for coordinating and administering a statewide survey to assess community perspectives, needs, and challenges related to suicide prevention, intervention, and postvention. This survey will capture both quantitative and qualitative data and include culturally informed questions developed in consultation with tribal partners. The findings will be used to inform future programmatic priorities, guide resource allocation, and identify protective factors and service gaps affecting Native Americans in New Mexico.
- B. Throughout the contract period, the Contractor will maintain consistent communication and coordination with IAD, including participation in bi-monthly project meetings and submission of regular progress reports. The vendor will document all trainings, survey outcomes, and submit a final comprehensive report summarizing results, evaluation data, and recommendations for sustaining suicide prevention for Native Americans in New Mexico.
- C. Execute deliverables as outlined in Exhibit A.

2. **Compensation.**

A. The Agency shall pay the Contractor for services satisfactorily performed in the amount of ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$110,00.00). The total compensation under this Agreement shall not exceed ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$110,00.00) including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ONE HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$110,00.00). 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 Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. The Agency will pay the Contractor pursuant to this section, subject to the maximum price set for each Deliverable stated in Exhibit A, less retainage, if any, identified in that agreement. If the Agency finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

The Effective Date of this Agreement is the date of signature by the Department's Cabinet Secretary or designee. This Agreement shall terminate on **JUNE 30, 2026**, 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 Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. **Notice; Agency Opportunity to Cure.**

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

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall: (1) identify all the Agency's material breaches of this Agreement upon which the termination is based; and (2) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective: (1) if the Agency does not cure all material breaches within the thirty (30) day notice period; or (2) in the case of material breaches that cannot be cured within thirty (30) days, the Agency 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: (1) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (2) if, during the term of this Agreement, the

Contractor is suspended or debarred by the State Purchasing Agent; or (3) 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 Agency'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 AGENCY'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 Agency 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 Agency; (2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and (3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as 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 Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the 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 subcontractors, 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 Agency.

**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 Agency. 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 Procuring Agency.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, 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.**

A. Any confidential information, as defined in state and federal law, code, rules or regulations that is provided to the Contractor shall not be made available by the Contractor to any individual outside of the Contractor or any organization outside of the Contractor without the prior written approval of the Agency. The term "Confidential Information" shall mean information disclosed by Agency in written, electronic or other tangible form that is conspicuously marked with a stamp or legend identifying it as confidential or designated as confidential by written notice to the Contractor within thirty (30) days after disclosure, and information disclosed in oral, visual or other non-tangible form if such information is designated as confidential by confirmatory written summary or description sent to Contractor within thirty (30) days after disclosure by the Agency. The obligation of maintaining Confidential Information shall expire after a maximum duration of three (3) years.

B. The Contractor certifies that it will retain all Confidential Information and will not disclose it to anyone without the explicit written permission of the Agency, unless the participant has consented to its release, or unless the information is required by a court of competent jurisdiction, or other legal process. The Contractor will be solely responsible for any violations by the Contractor or its agents. The Agency will be solely responsible for any violations by the Agency or its agents. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act, NMSA 1978, §§ Sections 41-4-1 *et seq.*

C. The Contractor shall: (1) notify the Agency promptly of any unauthorized possession, use, or knowledge of the Agency data, files or other Confidential Information; (2) promptly furnish to the Agency full details of the unauthorized possession, use or knowledge of the Agency data, files or other Confidential Information; and (3) assist the Agency in an investigation of the matter and take steps to prevent a recurrence.

D. This Agreement shall be binding on the parties and their agents.

**11. Product of Service -- Copyright.**

Copyrightable works created solely by one party's employees shall be owned solely by that party. Copyrightable works created jointly by both parties shall be owned jointly by the parties without the requirement of accounting to the other party. Each party hereby grants the other party and the Government a nonexclusive royalty-free, world-wide license to use, display, modify,

duplicate, and create derivative works. Each party further grants the Government the right to sublicense other for Government purposes.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and certifies 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 certifies 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, NMSA 1978, §§ 10-16-1 through 10-16-18. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and certifies 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 Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with 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; and (v) the Agency exercised due diligence to ensure compliance with NMSA 1978, § 10-16-7(A); and

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 Agency'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; and (v) the Agency exercised due diligence to ensure compliance with NMSA 1978, § 10-16-9(A); and

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 Agency.

C. Contractor's representations and certifications in Subparagraphs A and B of this Paragraph 12 (Conflict of Interest; Governmental Conduct Act) are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and certifications in Subparagraphs A and B of this Paragraphs 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 certifications in Subparagraphs A and B of this Paragraph 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Paragraph 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 Agency 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 Paragraph 4 (Termination) herein, or to agree to the reduced funding.

**14. Merger.**

This Agreement 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 Agency.

**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 three (3) 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.**

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees and neither Party shall be considered liable for the acts or omissions of the other Party, nor for those of the other Party's employees. The liability of the University of New Mexico shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 *et seq.*

**21. New Mexico Employees Health Coverage.**

The Contractor, as a state-controlled institution of higher education, certifies that it provides health insurance coverage to its eligible employees through a comprehensive self-insured employee health benefits program.

**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 Agency:

Indian Affairs Department

Attn: Karmela Martinez

1220 S. St Francis Drive, 2<sup>nd</sup> Floor

Santa Fe, NM 87505

[Karmela.martinez@iad.nm.gov](mailto:Karmela.martinez@iad.nm.gov)

(505) 469-7057

To the Contractor:

The Regents of the University of New Mexico for its public operation known as the Health Sciences Center

Attn: Stacy Catanach, Associate Director HSC SPO

MSC 09 5220

1 University of New Mexico

Albuquerque, NM 87131-0001

[HSC-Preaward@salud.unm.edu](mailto:HSC-Preaward@salud.unm.edu)

(505) 272-9383

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and certifies 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the Department.**

By: DocuSigned by: Josett Monette Date: 1/14/2026  
CBBB30DFBA444CC  
Josett D. Monette, Esq., Cabinet Secretary

By: Signed by: Adelina Gomez Date: 1/13/2026  
300013AEC20E430  
Adelina L. Gomez, General Counsel – Certifying legal sufficiency

By: Signed by: Halona Crowe Date: 1/13/2026  
40524795FE31C480  
Halona Crowe, Chief Financial Officer

By: DocuSigned by: Stacy Catanach Date: 1/13/2026  
0008763178F44F4  
Stacy Catanach, Associate Director HSC SPO

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.

ID Number: ~~85-6000642~~ 01-504447-005 (AG)

By: Arie Taylor Digitally signed by Arie Taylor Date: 2026.01.16 14:52:30 Date: \_\_\_\_\_  
Taxation and Revenue Department 07'00'

## **Exhibit A**

### **A. Community Survey on Suicide**

**Objective:** Assess community perspectives, needs, and challenges related to suicide prevention, awareness, and response within Native American communities.

**Deliverables:**

- Develop and submit a culturally appropriate survey instrument for IAD review and approval.
- Conduct surveys for Native Americans in New Mexico.
- Submit to IAD, a Community Suicide Prevention Summary Report, including:
  - Key findings and themes (protective factors, barriers, service gaps, cultural considerations)
  - Quantitative and qualitative data analysis
  - Recommendations for community-driven prevention strategies
- Provide IAD with raw survey data and anonymized summaries for state reporting.

### **B. Community Trainings**

**Objective:** Deliver community-based suicide prevention training to increase awareness, early intervention, and referral pathways.

**Deliverables:**

- Ensure inclusive participation, with emphasis on involving elders and other key community members.
- Submit an agenda, participant roster, and sign-in sheets for each training.
- Collect pre- and post-training evaluations to assess knowledge gain and confidence in suicide intervention skills.
- Provide IAD with a Training Summary Report, detailing:
  - Number of trainings conducted and participants reached
  - Feedback and evaluation results
  - Lessons learned and recommendations for sustainability
- Provide photos and media (with consent) suitable for public reporting and communications.

### **C. Reporting and Coordination**

**Deliverables:**

- Submit monthly progress reports summarizing activities, barriers, and next steps.
- Participate in bi-monthly coordination calls with IAD staff.
- Provide a final comprehensive report summarizing all activities, outcomes, and recommendations for future community prevention efforts.

**D. IAD Deliverables and Compensation Schedule**

<b>Deliverable</b>	<b>Performance Period</b>	<b>Deliverables / Accomplishments (to be completed)</b>	<b>Compensation</b>
<b>Deliverable 1</b>	January 15, 2026 – February 28, 2026	Planning for implementation of Community Survey on Suicide. Planning (develop topics and schedules) for Community Training, Webinar Series, and In-person events for Tribal Leadership and Tribal Youth. Design template for Monthly Reports. Submit monthly reports on progress.	\$20,000
<b>Deliverable 2</b>	March 1, 2026 – April 30, 2026	Launch Community Survey on Suicide. Commence Community Training. Logistics and continued planning for Webinar Series and In-person events for Tribal Leadership and Tribal Youth. Submit monthly reports on progress.	\$40,000
<b>Deliverable 3</b>	May 1, 2026 – June 30, 2026	Analyze Community Survey on Suicide results. Continue Community Training. Implement Webinar Series and In-person events for Tribal Leadership and Tribal Youth. Submit monthly reports on progress. Submit Final Report.	\$50,000
<b>Total</b>	January 15, 2026 – June 30, 2026	Total compensation for all deliverables under this Agreement	<b>\$110,000</b>

