

The Purchasing Memo

Date: January 27, 2025

To: Randy Randall, Interim City Manager

From: Melanie Lovato, Risk Analyst

Via: Randy Randall, Interim City Manager

Randy Randall (Feb 3, 2025 08:56 MST)

Subject: Professional Services Contract for Third Party Administrator

Vendor Name: Cannon Conchran Management Services Inc. (CCMSI)

Munis Vendor Number: 2590

ITEM AND ISSUE:

Risk and Safety respectfully requests your review and approval of a Professional Services Contract in the total amount of \$64,912.50 not to exceed for General Liability third part services for a term of 5 months with Cannon Cochran Management Services Inc (CCMSI).

CONTRACT NUMBER:

The FY25 Munis contract number is 3250401

BACKGROUND AND SUMMARY:

The City of Santa Fe runs a self-insurance program for General Liability Law Enforcement, Employment Practices and Public Official claims. The City contracts for "Third Party Administration" of claims filed against the City under this program. The TPA accepts claims, investigates the circumstance, adjudicates and finally resolves claim. If the claim exceeds the City's self-insurance retention limit, the claims is passed to the General Liability carrier. If the claim cannot be resolved by the TPA, typically a lawsuit is filed. TPA works with both General Liability insurance carrier or the Risk and Safety Office in order to resolve all claims.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Risk Management, 600

Munis Org Name/Number: Risk Management Admin/6001750

Munis Object Name/Number: Gen Liab-Third Party Admin/555300

Budget Officer / Designee: Handy Hopkins Date: Jan 27, 2025

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

CoSF Version 6 1.14.2025

The procurement method used was RFQ #25037 Chief Procurement Officer (CPO) / Designee: _____ That **Date:** Jan 28, 2025 **CPO Comment/Exceptions:** Munis bid record# 25037 **ASSOCIATED APPROVALS:** IT Components included? \square Yes $\mid \square$ No Approval: ______ Title: _____ Date: _____ Comment/Exceptions: Vehicles included? \square Yes $\mid \square$ No Approval: ______ Title: _____ Date: _____ Comment/Exceptions: Construction to City Facilities, Furniture, and/or Fixtures included? \square Yes $| \square$ No Approval: _____ Title: _____ Date: _____ Comment/Exceptions: Is this an externally funded purchase? \square Yes $| \square$ No If yes, what is the issuing agency: Approval: _____ Title: Date: Comment/Exceptions: Is this a Capital Asset or Project? \square Yes $|\square$ No Project Ledger Number: Title: ______ Date: _____ Approval: Comment/Exceptions: **ATTACHMENTS: CPO Service Determination Email** Procurement document: Screenshot of Munis Request for Quotes (RFQ)

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

Professional Services Contract

Item #:

Munis Contract #:

SWPA/GSA/Coop/RFP/ITB #: RFQ

CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Cannon Cochran Management Services Inc. (CCMSI), hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-125 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- A. Self-insured Claims Administration for Law Enforcement, Employment Practices, and Public Officials.
 - 1. Review Law Enforcement, Employment Practices, and Public Officials claims and loss reports received from City during the term of this Agreement and process each claim or loss report in accordance with applicable statutory and administrative regulations.
 - 2. Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by Contractor in the performance of its obligations hereunder.
 - 3. Arrange for independent investigators or medical or other experts to the extent deemed necessary by Contractor in connection with processing any qualified claim or loss.
 - 4. Pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses, but only if in the sole judgment of Contractor, such payment would be prudent for the City and the anticipated amount thereof does not exceed the limit specified or the City specifically approves or directs such action in writing.

CoSF Version 7 08.27.2024

- 5. Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of City and drawn on the account or accounts established pursuant to paragraph 2(D) below.
- 6. Maintain a file for each qualified claim or loss which shall become the property of City and which shall be available for review by the City at any reasonable time.
- 7. Notify excess insurers of all qualified claims or losses with values that may exceed the City's retention, providing such insurers with necessary information on the current status of those claims or losses, unless relieved of this obligation by the City, pursuant to paragraph 2(A) below.
- 8. The Contractor's control supervisor shall review all open claims, at least monthly to make certain that claims and expense reserves are accurately set at the ultimate expected cost (no step reserving).
- 9. The Contractor shall assist the City Attorney with selection of counsel to defend qualified claims or losses, if requested by the City.
- 10. The Contractor shall assist the City's counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions.
- 11. Maintain a current estimate of the expected total cost of each qualified claim or loss that considers indemnity, medical and expense components and is based on facts known at the estimation date but is not trended or actuarially developed.
- 12. Utilize computer programs to furnish to the City selected loss and information reports either monthly, quarterly or annually which are entitled:
 - i. Composite claim summary, with graphs by Law Enforcement, Employment Practices, and Public Officials yearly and monthly
 - ii. Accident trend report, with graphs by Law Enforcement, Employment Practices, and Public Officials monthly
 - iii. Loss analysis report, with graphs by Law Enforcement, Employment Practices, and Public Officials monthly
 - iv. State reports, as needed
 - v. Accumulated report monthly
 - vi. Injury codes to identify body part and type
 - vii. Number system of claims to identify type
 - viii. Program access City staff
 - ix. Indexing
 - x. Check register monthly

These reports shall contain such information as incident date, condensed incident description, department, other identifiers, payments made, estimated future costs and total expected costs of claims or losses, as well as summary and other data deemed relevant by the Contractor, but not IBNR (incurred but not reported) claims or actuarially developed loss values.

- 21. Annually report federal, state and local 1099 information under the City's tax identification numbers, when the City has provided all required IRS authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks.
- 13. Provide narrative reports of major or litigated claims, if requested by the City.

- 14. Provide claim forms and other forms believed by the Contractor to be appropriate for the efficient operation of the self-insurance program.
- 15. Return to the City all claim files upon termination of the contract at the City's expense.
- D. Program Development, upon the City's request:
 - (1) Consult with the City on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the City.
 - (2) Participate in the orientation of the City's personnel who are directly or indirectly involved in the processing of qualified claims or losses.
 - (3) Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.
 - (4) Review the development of the self-insurance program periodically with representatives of the City in order to identify problems and recommend corrective action.
- E. Contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.
- F. Contractor shall not provide any risk mitigation services.
- G. Contractor may subcontract to its affiliated corporation's various services to be provided under this agreement. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with this agreement, including any subcontracted services.
- H. Claim Administration.
 - 1) Claim Management and Administration. In compliance with its Best Practices, TPA will manage and administer claims involving Law Enforcement, Employment Practices, and Public Officials.
 - during the period of this Agreement. Claim payments shall be made with Client funds. TPA will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
 - 2) Claim Settlement. TPA will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
 - 3) Claim Reserves. TPA will recommend reserves for unpaid reported claims and unpaid claim expenses.
 - 4) Allocated Claim Expenses. TPA will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by TPA. Allocated Claim Expenses will include, but not be limited to, charges for:
 - (a) Independent medical examinations of claimants.
 - (b) Managed care expenses, which include the services

provided by comp me TM, TPA's proprietary managed care program. Examples of managed care expenses includes but is not limited to PPO networks, utilization review, nurse case management, medical bill audits and medical bill review;

- (c) Fraud detection expenses, such as surveillance, which include the services provided by fire, TPA's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
- (d) Attorneys, experts and special process servers;
- (e) Court costs, fees, interest and expenses;
- (f) Depositions, court reporters and recorded statements;
- (g) Independent adjusters and appraisers;
- (h) Index bureau and OFAC (Office of Foreign Assets Control) Charges;
- (i) MMSEA/SCHIP compliance charges;
- (j) Electronic Data Interchanges, EDI, charges if required by State law;
- (k) TPA personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
- (I) Actual reasonable expenses incurred by TPA employees outside the State for meals, travel, and lodging in conjunction with claim management;
- (m) Police, weather and fire report charges that are related to claims being administered under Client's program;
- (n) Charges associated with accident reconstruction, cause and origin investigations, etc.;
- (o) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
- (p) Charges associated with Medicare Set-Aside Allocations;
- (q) Other expenses normally recognized as ALAE by industry standards.
- I. Subrogation. TPA will monitor claims for subrogation
- J. Provision of Reports. TPA agrees to provide reports to the Client as upon request.
- K. Risk Management Services. TPA will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Self-insured Claims Administration for Law Enforcement, Employment Practices, and Public Officials for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

- .A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed sixty thousand dollars (\$60,000.00) excluding gross receipts tax. See attachment A for associated costs. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$4,912.50) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$64,912.50).
- B. Payment. The total compensation under this Agreement shall not exceed sixty four thousand nine hundred twelve dollars and fifty cents. including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City 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 services, in excess of the total compensation amount being provided.
- C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.
- D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **on June 30, 2025** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

- A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- B. Notice; City Opportunity to Cure.

- 1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City 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 City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City'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 CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

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

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 City.

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. 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 City proposes an amendment to the Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract 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 contract.

All terms and conditions of the RFQ and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 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.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

- A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.
- C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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 City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

Any notice required to be given to either party by this Contract 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 City:
Melanie Lovato, Risk Management
P.O. Box 909
Santa Fe, NM 87504-0909
(O)505- 955-6080
mylovato@santafenm.gov

To the Contractor:
Cannon Cochran Management Service Inc, (CCMSI)
Courtney Barela, NM State Director/Accounting Manager
5700 Pasadena Ave Suite 102
Albuquerque, NM 87113
(O) 505-837-8738
cbarela@ccmsi.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

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

33. Default and Force Majeure

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

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CONTRACTOR: COMSI

CITY OF SANTA FE:	CONTRACTOR: CCMSI		
RANDY RANDALL, INTERIM CITY MANAGER	Rodney J Golden Rodney J Golden RODNEY GOLDEN, CHIEF OPERATING OFFICER DATE: Jan 6, 2025 NMBTIN#:		
ATTEST: ANDREA SALAZAR, CITY CLERK XIV			
CITY ATTORNEY'S OFFICE: Christopher W. Ryan Christopher W. Ryan (Jan 6, 2025 11:43 MST) SENIOR ASSISTANT CITY ATTORNEY			
APPROVED FOR FINANCES:			
Cmily K. Oster			
FINANCE DIRECTOR			

ATTACHMENT A

PROPOSAL TO: CITY OF SANTA FE, NEW MEXICO





Courtney Barela

New Mexico State Director/Account Manager

Phone: (505) 837-8738 cbarela@ccmsi.com

5700 Pasadena Ave., Suite 102 Albuquerque, NM

October 2024







www.ccmsi.com



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Cover Letter Executive Summary Pricing

All data and information contained herein and provided by CCMSI in response to a PROSPECTIVE CLIENT'S RFP is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of CCMSI.



CCMSI

Cover Letter



Monday, October 7, 2024

City of Santa Fe Online System

RE: Self-insured Claims Administration for Law Enforcement, Employment Practices, and Public Officials Price Quote

To whom it may concern:

Cannon Cochran Management Services, Inc. (CCMSI) has pioneered and innovated the third-party claims administration industry since 1978, bringing our clients substantial experience, knowledge, professionalism, and cutting-edge technology. We are pleased to present the attached proposal for City of Santa Fe's Self-insured Claims Administration for Law Enforcement, Employment Practices, and Public Officials services, which details the tailored approach we take to lowering our clients' total cost of risk while providing their injured claimants with prompt, courteous claims service. Please note CCMSI has been handling the City's other liability claims since 1987, and our system is already equipped and the hierarchy is already mapped out to reflect the City.

CCMSI believes that no one facet of our service offerings is more critical to achieving recognition as a superior claims administrator than ensuring that our clients are completely satisfied with the level of service they receive whenever they interact with staff members of their designated team.

We will have two primary goals as City of Santa Fe's claims administration firm of choice:

- 1. Serve as an extension of your Risk Management Department by providing technical and strategic claims insight, superior claims management technology and systems, and seamless administrative support.
- 2. Reduce your overall cost of risk.

CCMSI is the leader and trusted advisor in third-party claims administration for many reasons. In addition to our experienced staff, state-of-the-art technology, and reputation for outstanding client satisfaction, we provide the following services, which truly set us apart from our competition.

- Aggressive investigations, Fraud Identification Recovery Edge (FIRE) fraud program, and Claim Risk Assessment (CRA);
- > Thorough communication in person, over the phone, and via adjuster claim file log notes;
- Best Practices for reserving, settlement, subrogation, and related concerns;
- Comprehensive Legal Expense Analysis & Review (CLEAR) legal bill review program;



Financial data tracking (e.g., reserves, settlements, expenses, and medical costs) via Internet Claims Edge (iCE), our proprietary, web-based, user-friendly, and accessible RMIS—a powerful tool that clearly illustrates our clients' quantifiable savings;

➤ Providing your staff with real-time access to iCE and training them to electronically file initial claim reports, which produce meaningful risk and financial reports for management, and engaging other risk management functions;

> SOC 1 and SOC 2 credentialing and additional data security policies;

Providing designated adjusters to manage City of Santa Fe's account; and

Conducting quarterly claim and stewardship meetings to ensure we meet your goals.

From the claim examiners and their management team to the adjusters, supervisors, and your account manager, our objective will be to understand and internally communicate City of Santa Fe's unique goals and program requirements and to assure that our services consistently satisfy them.

Once we establish these goals and protocols, we will translate these expectations into a specialized City of Santa Fe Quality Service Plan to ensure clear communication and adherence by your team. Notably, we empower our teams to implement the necessary corrective measures to resolve any issue that may arise.

Please direct communication concerning this request for proposal to:

Courtney Barela

(505) 837-8738

cbarela@ccmsi.com

At CCMSI, we realize our claims responsibilities require an effective, smooth, and seamless transition, which are critical components in your decision. Utilizing our years of experience, detailed Implementation Plan, and your designated team, we guarantee the process will be a streamlined success.

We thank you for considering us as a partner in managing this important responsibility and look forward to the opportunity to orally present our program to interested parties in City of Santa Fe's administration.

Sincerely,

Courtney Barela

State Director/Account Manager

Courtney Barela



CCMSI

Executive Summary



Executive Summary

Cannon Cochran Management Services, Inc. (CCMSI), a Delaware-registered S-Corporation, has led the way as the gold standard third-party administrator for property and casualty programs since 1978, providing unrivaled workers' compensation, liability, and property claims management. We bring together the best talent in the TPA industry and prioritize our client's needs, goals, and expectations by utilizing innovative solutions, cutting-edge technology, and tailored approaches to claim services, loss control, managed care, internet claims analysis, and reporting services.

As a privately held, **100% employee-owned company**, CCMSI is accountable to our clients—not insurance carriers, brokers, or private equity funds, which empowers our team to make client-centric decisions and focus on long-term client value creation versus short-term financial performance. Our dedication to transparency and reputation for the highest quality client satisfaction, superior results, integrity, and promise fulfillment has earned us the respect of our clients and partners nationwide.

CCMSI does not believe in a one-size-fits-all approach and understands that each client comes to us with unique requirements. We listen and collaborate with you to deliver strategic, efficient, and cost-saving solutions and pride ourselves in exceeding expectations. Our client-focused approach has established CCMSI as the quality standard in our industry, with a *client retention rate of 98%*. We partner with self-insured groups and individual employers in diverse sectors, including governmental, retail, manufacturing, healthcare, gaming, construction, transportation, and higher education.

For the seventh consecutive year, CCMSI has been certified as a great workplace by the analysts at Great Place to Work®. Ensuring we have a positive work environment is essential to CCMSI's success and future growth. Our culture allows us to attract and retain the highest quality staff and maintain the lowest turnover percentage in the industry, which provides continuity and consistent delivery of exceptional service for our clients. Without our greatest asset, our staff, we could not successfully *deliver what matters most* to our clients. See the results here: https://www.greatplacetowork.com/certified-company/7010279.



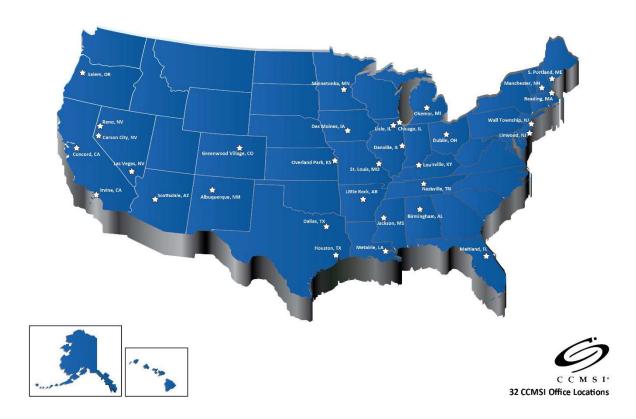
CCMSI offers clients a broad spectrum of risk management services designed for comprehensive coverage and administrative efficiencies. Services include:

- Client-specific third-party claims administration;
- Self-insured group administration services: accounting, underwriting, marketing, and excess placement;
- Loss control: industry-specific loss control programs;
- iCE: CCMSI's internet claims analysis and reporting tool;
- Comp MC: CCMSI's private label managed care program;
- > FIRE: CCMSI's Special Investigation Unit program; and
- > CLEAR: CCMSI's legal bill review program.



CCMSI has an annual revenue of \$225 million and over 1,600 employees from thirty-two offices who provide services for five hundred-plus individual self-insured employers, ten-plus captives, forty-plus primary insurance companies, and fifty-plus self-insurance groups.





We have reviewed the City's Proposed Scope of Work Document for Self-insured Claims Administration for Law Enforcement, Employment Practices, and Public Officials. We understand and will fully comply with each and every requirement. No exceptions.

CCMSI currently serves over 5,000 governmental entities across the U.S. **including the City of Santa Fe's other liability claims since 1987** with proven results in providing superior service and loss cost savings. Because of our extensive governmental entity experience, we are very familiar with the needs and requirements for governmental entities and specifically risks similar in size and exposure to the City.

Therefore, our approach will be to first understand the City. We will know your operating goals, your approach towards serving claimants and your clearly defined expectations from CCMSI. Certain requirements are included in the Scope of Work, but we would go further to understand the City's expectations by performing multiple planning meetings with the City staff to gain a deeper insight into your needs. Our system is already equipped and the hierarchy is already mapped out to reflect City of Santa Fe.

Once we gain this additional information, we will collaboratively create and implement the ideal Claim Management model for the City. Next, we will prepare very detailed, written handling instructions (the Quality Service Plan), which will design the process to deliver the Scope of Work and other requirements ascertained from the planning meetings. The entire Client Service Team will then be thoroughly trained on the Quality Service Plan. We will then deploy all services to achieve the desired objectives.



Client-Focused Service

Central to CCMSI is our dedication to client-focused service. Listening to our client's needs is critical to delivering bespoke solutions and cost-saving results.

Appreciate Unique Needs CCMSI's success is built on recognizing that each client is unique. Therefore, understanding each business and its objectives and key performance indicators ensures we deliver first-rate services and exceed expectations. We design our claims services to facilitate and support your safety culture and provide critical information to your top managers so they can remain aware, informed, and able to make vital decisions.

Quality Service Plan To design each client's program structure to meet their exact specifications, we create custom and detailed handling instructions and work diligently with them to ensure continuous and consistent compliance.

Stewardship We hold annual stewardship and strategy meetings to review and analyze the prior year's performance, including service, claim causes, and loss cost trends. Additionally, we collaborate with our clients to develop and implement strategies for improving program results in the coming year.

What Sets CCMSI Apart

CCMSI's Core Values and Principles are the foundation of our business practices. In tandem with our innovative solutions, technology, and comprehensive expertise, these cornerstones have and will continue to produce successful results for our clients. At CCMSI, our focus is *delivering what matters most to our clients*.



CCMSI is a TPA industry leader with extensive experience in claims administration and pioneering, proactive approaches. Areas that distinguish us from our competitors include:

Transparent and Candid

- We pride ourselves on being honest and forthright with our clients. Even when the issue is difficult, you will get the truth.
- We believe in sharing information about our business model and providing clients with a method to evaluate their true costs.
- > We do not have revenue-sharing arrangements with our vendors. With active participation from



our clients, we select the vendor based on their ability to produce the best outcome for them.

Innovative and Proactive

- CCMSI offers the industry's most innovative and progressive technology, bar none. Our customer dashboard makes client results accessible and visible, real-time—anytime.
- As a privately held boutique firm, we make decisions based first and foremost on what is right for our clients.
- Proactive communication with our clients is critical in ensuring they remain informed of all significant changes in their risk status.

Consistent and Flexible

- Client results are paramount. Our employees distinguish themselves by their dedication to achieving tangible results and creating true partnerships with our clients.
- ➤ To offer the highest quality service, we believe caseloads must be manageable. In keeping caseloads low, employees can focus on personally reviewing each bill, ensuring on-time payment, and aggressive case management. The result—reduced client costs.
- We follow client instructions and consider their preferences, executing their program with nimbleness and flexibility. There are no cookie-cutter plans here.

RMIS Technology

iCE (Internet Claims Edge), CCMSI's trailblazing Risk Management Information System software, was designed to be flexible, user-friendly, and accessible. As with all our solutions, iCE is customizable and tailored to the client's requirements. Through this web-based, mobile-friendly system, you can view each claim 24/7 in real-time by user-defined filters (including the type of claim and date of loss), at a high level or in detail, and include adjuster notes and bill images. This powerful claim analysis and reporting tool provides:

- > Initial Reporting Create initial report forms online in iCE or send us claims via web service or a custom-built interface. Offers industry-specific custom reporting, such as Accident Reports created specifically for our transportation clients.
- Executive Summary Dashboard View and customize a broad overview of your risk management analysis.
- Claims Analysis A powerful and flexible analytical tool that enables users to view claims in as little or as much detail as they wish.
- ➤ MyReports CCMSI's enterprise reporting engine offers countless possible data combinations for analysis. Reports can be exported to PDF or Excel, scheduled for systematic email delivery, or posted to iCE.
- Claim Risk Assessment Predictive modeling module that identifies claims with the potentiality of being higher risk, allowing for early intervention and better outcomes.
- > Stewardship and Benchmarking Utilizing historical trends and other benchmarking sources, we perform regular and detailed analyses of our performance, providing clients with extensive metrics to drive the success of their claims management program.

Additional features of iCE include:

- Capability to receive data from a multitude of data sources;
- Password protection with varying levels of security access;
- Allows hierarchy of up to twenty-five levels to track data by state, department, etc.;



- Ability to create customized user fields;
- Ability to view adjuster notes by category, including summary, medical, litigation, reserves, etc.;
- Ability to generate state-specific First Reports of Injury and other state forms in PDF;
- ➤ Ability for clients to upload documents directly to the claim file/adjuster;
- Online medical bill and medical report viewing; and
- Predictive analytics that utilizes daily AI functionality to determine risk drivers, future treatments, and estimated financial incurred values.

Reporting Features:

- Online access to standard monthly reports dating back twenty-four months;
- User-specific Executive Portal showing key data upon login;
- Dashboard functionality, customizable to user needs;
- Complete ad hoc reporting capabilities, including financial, claims detail, and loss control data;
- Summary and detail claim reporting with drill-down capabilities;
- Analytical tools, including historical and current period comparisons and various graphical presentations; and
- Cost-containment savings and fee reporting.

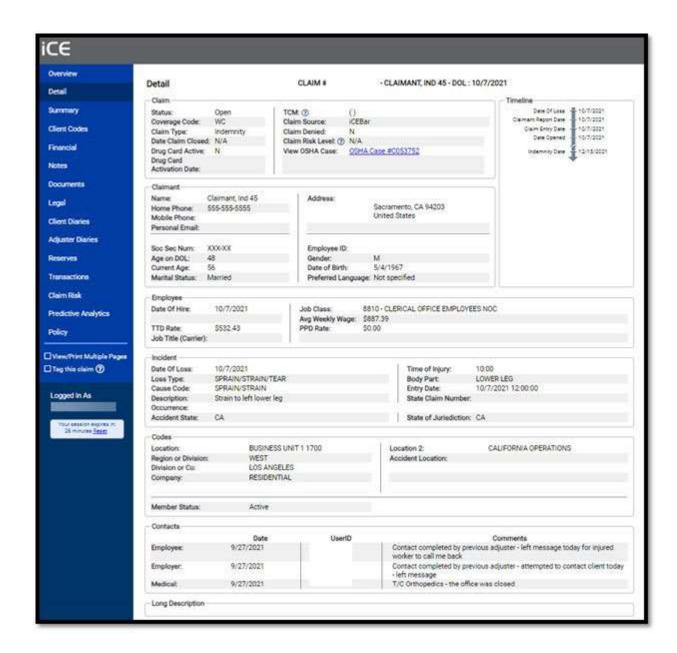
Access and Reporting Overview

Levels of access are assigned to the client's designated employees, who can then review every aspect of the claim file from a selected group (e.g., department or division), a particular time frame, or the client as a whole. Client-specific reports, including loss, financial, and summary reports; monthly check registers; and monthly vendor payments, will be posted on the client's iCE report tab and maintained in PDF format for a rolling twelve-month period.

Financial transaction screens list all payments made on a claim, along with detailed information and a link to scanned images of medical bills and reports, complete with commentary. Additionally, we offer as-of-date financial data with a simple calendar selector, allowing information to roll back to a previous date.

The following screenshot displays claim file categories and a navigational sidebar containing other available key elements for client review.





CCMSI clients can filter claim information by numerous data fields, including date of loss, claimant name and/or Social Security Number, claims denied, and total incurred over a specific dollar amount. Once the client locates the desired claim, they can view and download information, such as claim status (i.e., open, closed, pending); a detailed summary of claim facts and information; employment information (e.g., average weekly wage and PPD rate); as well as all adjustor log notes, including action plan/diary review, settlement evaluation, and summary of medical treatment and case management activity.

In addition, clients can quickly view financial transactions and analyses, including detailed payments, medical invoices, and charts, to provide a comprehensive and visual breakdown of claim reserves and reserve development.

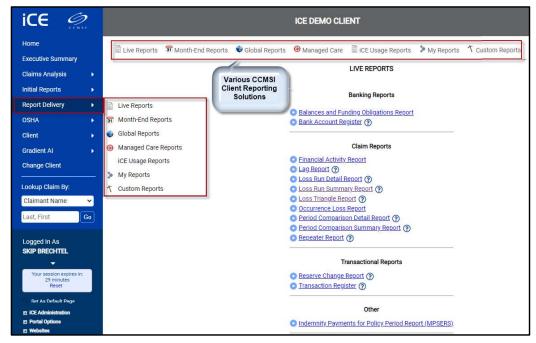
Reports

CCMSI's iCE (Internet Claims Edge) risk management system is designed to provide our clients with timely,



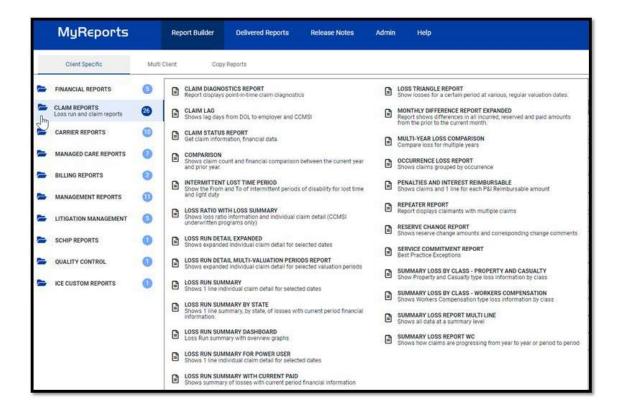
accurate, and robust data. Users can easily retrieve claims and loss control data via standard and ad hoc online reports as high-level or as detailed as they choose.

- > Standard Reports Over the years, CCMSI has developed a catalog of over four hundred reports based on specific client requirements, including detailed claim information, summary (at various reporting levels), check and payment registers, and loss ratio (by desired operating levels). These static reports are posted online within five business days and available 24/7 within iCE.
- ➤ **Ad Hoc Reporting** Our clients can generate a broad spectrum of valuable ad hoc reports with the opportunity to sort and categorize by various fields and data. Analytics, such as charts and graphs, are provided.
- > Special Customized Reports On the rare occasion our catalog of standard and ad hoc capabilities cannot meet a client's reporting requirements, we can custom design and develop reports to fit their precise needs. Our standard fee is \$150/hour for development; however, they will most likely be free of charge if the custom report requests are minimal.
- > Live Reports feature This provides our thirteen most commonly used reports, including detail and summary loss runs, comparative periods, loss triangles, and reserve change reports. Users can generate these reports with userselected periods and asof dates.



➤ MyReports MyReports allows clients to build a customized loss run with over three hundred fields from which to choose. This report can be scheduled to run automatically and regularly, then emailed in PDF or Excel or posted to iCE. Our customer service team is available to assist in creating these reports.





Talent Acquisition and Culture

Ensuring we have a positive work environment is essential to CCMSI's success and future growth. Our unique culture guarantees we attract and retain the highest quality employees and maintain the lowest turnover percentage in the industry.

CCMSI utilizes a variety of strategies to source talent, build bench strength, and retain our workforce. At CCMSI, staffing a new account begins well before the contract is awarded. We proactively recruit, develop, onboard, continually train, and ultimately retain valued team members to serve our clients' needs.



CCMSI accomplishes this through:

- CCMSI LevelUP Career Pathways Program, established to develop and train associates for adjuster roles;
- Ongoing corporate training;



- Sourcing passive candidates on Indeed and LinkedIn; and
- Maintaining a presence at tradeshows and job fairs.

The Cornerstones of CCMSI's Culture

Team Member Ownership As a 100% employee-owned company, each CCMSI team member is a vested owner, recognizing that the way to drive value in our company is to continue providing exceptional service to our clients.

Manageable Caseloads and Claims Support One of the ways we attract the best adjusters in the industry is by offering manageable caseloads (on average: 125 liability files for liability adjusters) and robust administrative support. Manageable caseloads permit their focus to remain on assisting the claimant return to health and, as a result, closing claims swiftly and driving down our client's cost of risk.

Flexibility We offer our adjusters flexible work schedules and work-from-home opportunities to allow for overall balance and growth as professionals and individuals.

These cornerstones create and foster a culture that attracts the highest quality team members focused on providing our clients with unparalleled service.



CCMSI

Pricing

Claims Administration Services - Bid Sheet

Instructions

- 1. Please provide your bid amount for each line item.
- 2. If a service is included in another line item indicate "included."
- 3. If a service is not applicable, please indicate "NA."
- 4. All prices should be given based on the remainder of the fiscal year (6/30/25).
- 5. Total budget for this is \$60,000.

Item #	Description	Unit of Measure	Quantity	Bid Amount	
1	Core Claims Administration Services	Until 6/30/2025	1	\$	5,000.00
2	Per Claim Fee - Law Enforcement	Per Claim	Estimated 100	\$	1,200.00
3	Per Claim Fee - Employment Practices	Per Claim	Estimated 50	\$	1,200.00
4	Per Claim Fee - Public Officials	Per Claim	Estimated 25	\$	1,200.00
5	Independent Investigation Services	Hourly Rate	As Needed	\$	105.00
6	Medical Expert Consultation	Hourly Rate	As Needed		N/A
7	Legal Defense Coordination	Per Case	As Needed	\$	500.00
8	Subrogation Services	% of Recovery	As Applicable		15%
9	Monthly Reporting Package	Monthly Fee	12	\$	500.00
10	Annual 1099 Reporting	Annual Fee	1		Included
11	Program Development Consultation	Hourly Rate	As Needed	\$	95.00
12	Staff Training Sessions	Per Session	4	\$	500.00
13	Customized Analytics Reports	Per Report	Quarterly	\$	250.00
14	Data Security and Privacy Compliance	Until 6/30/2025	1		Included
15	Disaster Recovery / Business Continuity	Until 6/30/2025	1		Included
16	Technology Platform Access	Per User / Month	10 Users	\$	100.00
17	Claims File Storage and Maintenance	Per File / Month	Estimated 1000		Included
18	Transition Services (End of Contract)	One-time Fee	1	\$	15,000.00

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Final Audit Report 2025-02-03

Created: 2025-01-27

By: JAMES EDWARDS (jwedwards@santafenm.gov)

Status: Signed

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Signature: XAVIER VIGIL

XAVIER VIGIL (Feb 5, 2025 11:09 MST)

Email: xivigil@santafenm.gov

25-0043 Cannon Cochran Management Services, Inc.

Final Audit Report 2025-02-05

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By: XAVIER VIGIL (xivigil@santafenm.gov)

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