

DATA SHARING AGREEMENT
Between
NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS
And
SANTA FE COUNTY

I. INTRODUCTION

This Data Sharing Agreement is an agreement between the New Mexico Department of Workforce Solutions (NMDWS) and Santa Fe County, a local public body (PARTNER), hereinafter referred to as “the parties”, regarding the development, management, operation, and security of the information shared between the parties. This Agreement will govern the relationship between NMDWS and the PARTNER. This Agreement supersedes any agreement between the parties prior to the date of this Agreement.

II. PURPOSE

The purpose of this Agreement is to establish the terms and conditions for NMDWS’ exchange of information with the PARTNER. Both parties agree to ensure the security of the information system(s) and the data they store, process, and transmit, as specified in this Agreement. Each party certifies that its respective system is designed, managed, and operated in compliance with all relevant federal, state and local laws, regulations, and policies.

III. TERMS USED IN THIS AGREEMENT

- A. Aggregate Data:** “Wage Data” aggregated into a group(s) containing no fewer than three records and that have been stripped of any information that would identify the individual(s) or the employer(s) to whom the data pertain, including but not limited to, name and Social Security Number (SSN) or Federal Employer Identification Number (FEIN), as well as any state tax ID number.
- B. Information System:** This Agreement is in accordance with the National Institute of Standards and Technology definition of information system which is a set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. Governance of information resources includes information and related resources, such as personnel, equipment, funds, and information technology.
- C. Disclose or Disclosure:** The release of Wage Data in accordance with the terms of this Agreement and relevant Federal or State confidentiality requirements, including the Unemployment Compensation Law, NMSA 1978, § 51-1-1 et seq., and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g. Further disclosure of any information exchanged by any party to this Agreement is prohibited by this Agreement except as necessary to fulfill the purposes stated in this Agreement.
- D. Incident:** Any event that involves the real, suspected, or potential loss, disclosure, destruction, or modification of NMDWS’ information or information systems,

including contamination of resources by computer viruses. Anything that constitutes a breach under law or regulation or this Agreement is considered a security incident.

- E. Personally Identifiable Information (PII):** Any information about an individual or business maintained by the parties, including: (1) Any information that can be used to distinguish or trace an individual's identity; (2) any other information that is linked or linkable to an individual, such as medical, education, financial, or employment information; and (3) any personal information including, but not limited to, Social Security Numbers, address, driver's license number, birth dates, etc. Unless there is a legitimate purpose, all users shall keep all PII, as defined by state and federal laws and regulations, confidential and shall not transmit or request to receive such information, to include any information stored on a party's computing resources, stored on non-party resources, or being transmitted over communication networks.
- F. Wage Data:** Individually-identifiable information reported quarterly by employers as required by Section 1137(a)(3) of the SSA [42 USC 1320b-7], including, but not limited to: employer and employee names, SSNs, FEINs, state tax ID numbers, and associated wages. Wage Data also include information identifying the industry sectors in which an employee works, as identified by the North American Industry Classification System (or "NAICS") codes when such codes are combined with other identifying information. Wage Data are confidential UC information under 20 CFR part 603. This information contains PII; compliance with all relevant federal, state, and local laws, regulations, and policies is required.
- G. UC Information:** Information in the records that pertains to the administration of the New Mexico Unemployment Compensation law, pursuant to NMSA 1978, § 51-1-1 et seq. This term includes state wage reports collected under the IEVS (Section 1137 of the Social Security Act (SSA)) that are obtained by the agency for determining UC monetary eligibility or are downloaded to the agency's files as a result of a crossmatch but does not otherwise include those wage reports. It does not include information in a State's Directory of New Hires, but does include any such information that has been disclosed to the agency for use in the UC program. It also does not include the personnel or fiscal information of a State UC agency.

IV. RESPONSIBILITIES OF THE PARTIES

- A.** Both parties' representatives will work collaboratively to identify secure data transfer requirements such as file format, batch processing, and reporting, etc. Each party will agree on the type of electronic exchange of information to complete the data sharing.
- B.** Technical Reporting Design. After approval of processes and requirements, information transfer standards and requirements will be identified. Electronic information exchange solutions will be established by working to identify the capabilities of the respective systems. The parties will write, test, and document programs to produce data and submit for functional testing. After successful testing, the parties will establish a procedure for periodic file transfer between the agencies.

- C. The parties will meet to review the exchange of data to ensure that each continues to provide the data needed by the other party and update each other on confidentiality, privacy, and security issues. Changes to the type of data exchanged must be requested in writing and are subject to NMDWS change control process and approval.
- D. The parties agree to work together to ensure the joint security of the connected systems and the data they store, process, and transmit. Each party certifies that its respective system is designed, managed, and operated in compliance with all relevant local, state, and federal laws, regulations.
- E. NMDWS will grant authorized information system(s) access to PARTNER representatives to facilitate data sharing.
- F. **Access Requirements.** Access to NMDWS data must be authorized by designated authorities and in accordance NMDWS Access Request and Access Control policies and procedures. (Each party will provide authorization instructions). Access will be limited to those with a need to access the information for purposes listed in the agreement;

Access to NMDWS information system(s) will be admitted only through NMDWS-approved computing equipment including, but not limited to, SFTP, ACH Network, etc. Each party will ensure computing equipment and/or resources meet the minimum industry Information Security Requirements (e.g. current anti-virus, anti-malware, current patches, etc.); any other means of system access is prohibited.

- G. **Communication.** Effective communications are essential to ensure the successful management and operation of the information system. The parties agree to maintain open lines of communication between designated staff at the managerial, business, and technical levels. All communications described herein must be conducted in writing unless otherwise noted. Email communication is normally acceptable, unless otherwise restricted. Both parties agree to designate and provide contact information for technical leads for their organizations and to facilitate direct contacts between technical leads to support the processing and management of the information shared. (See Attachment B)

To safeguard the confidentiality, integrity, and availability of the information and data they store, process, and transmit, the parties agree to provide notice of specific events within the time frames indicated below:

- i. **Security Incidents:** Both parties agree to notify their designated counterparts via phone and e-mail when a security incident(s) is suspected or detected within 72 hours. Both parties agree to diligently work with the other party to take steps to determine whether the information system has been compromised and to take appropriate security precautions.

- ii. **Disasters and Other Contingencies:** Both parties agree to notify their designated counterparts in the event of a disaster or other contingency that disrupts the normal operation of the information system within 72 hours. Both parties agree to work together to minimize the disruption of information systems.
 - iii. **Material Changes to System Configuration:** Planned technical changes to the system architecture will be coordinated with technical staff before such changes are implemented. Both parties agree to work together to minimize the disruption of information systems.
- H. **Personnel Changes:** Both parties agree to provide notification of the separation or long-term absence of key personnel or technical lead. In addition, both parties will provide notification of any changes in point of contact information within 45 days.
- I. **Process Evaluation.** The parties will evaluate procedures and operations to guarantee consistency with all relevant federal, state, and local laws, regulations, and policies. Both parties will coordinate any additional procedures or operating changes which should be implemented to ensure complete and accurate reporting and exchange of data between the parties.
- J. All parties agree that procedures and systems will be established to ensure that all confidential data processed, stored, and/or transmitted under the provisions of this Agreement shall be maintained in a secure manner that prevents the interception, diversion, duplication, or other unauthorized access to said data.
- K. The parties acknowledge their understanding of the confidential nature of student and employment data being exchanged. Both parties agree to work together to ensure the security of the information system(s) and the data they store, process, and transmit, as specified in this Agreement. Each party certifies that its respective system is designed, managed, and operated in compliance with all relevant federal, state, and local laws, regulations, and policies.
- L. **Data Use.** The parties acknowledge the data will be used by PARTNER's independent contractor whose services have been procured to update the Santa Fe County Sustainable Growth Management Plan specific to economic development Plan.
- M. **Data Exchange.** Data will be provided by both parties in that the PARTNER will provide requests for information and will articulate the purpose underlying those requests. NMDWS, in turn, shall provide responsive Wage Data.
- N. **Data Retention.** The parties agree that as it pertains to PARTNER and any Wage Data received by PARTNER under this Agreement, all data destruction will be in conformity with the PARTNER's Records Retention and Disposition Schedule (SFC Resolution No. 2013-60).
- O. **Data Sharing.** NMDWS specifically prohibits the sharing of raw data with a third party except as necessary to fulfill the purposes stated within this Agreement. To the

extent that data sharing is necessary to fulfill the purposes of this Agreement, PARTNER will ensure that the third party with which the data is shared complies with the provisions of this Agreement, in particular the requirements pertaining to confidentiality. Transmission of all data must be by secure electronic systems and/or networks. All copies of data of any type including any modifications or additions to data from any source, are subject to the provisions of this Agreement in the same manner as the original data.

P. Third Party Data Storage. The parties acknowledge an option of Third Party Data Storage. "Reasonable care" must be taken for sensitive client data stored at a third-party cloud storage provider by:

- i. Ensuring that the online data storage provider has an enforceable obligation to preserve confidentiality and security and that the provider will notify the client if served with actions requiring the production of client information;
- ii. Investigating the online data storage provider's security measures, policies, recoverability methods, and other procedures to determine if they are adequate under the circumstances;
- iii. Employing available technology to guard against reasonably foreseeable attempts to infiltrate the data that is stored;
- iv. Ensuring the storage provider's ability to purge and wipe in accordance with authoritative references in this document, any copies of the data, and to move the data to a different host if the client becomes dissatisfied with the storage provider, or for other reasons changes storage providers; and
- v. Ensuring that the National Institute of Standards and Technology (NIST) Cyber Security Framework (CSF) or 800-53 are part of the security posture.
- vi. NMDWS reserves the right to verify the data is stored with "reasonable care" and has the right to modify or terminate the agreement if "reasonable care" is not found.

Q. Business Information Sharing. The parties agree to reasonable sharing of business documents to include policies and procedures relating to information security.

V. MONITORING AND COMPLIANCE

- A.** Each party agrees to notify its designated counterpart within 72 hours whenever there is reason to believe a violation of this Agreement has occurred.
- B.** Each party agrees to notify its designated counterpart within 72 hours, orally and in writing, when there is reason to believe an information breach has occurred (i.e. any suspected unauthorized use of the information provided to them under this

Agreement). Information breaches should be reported as indicated in Attachment A — REPORTING AN INFORMATION SECURITY INCIDENT.

Suspected violations of this Agreement must be brought to the attention of the NMDWS Information Assurance Office (IAO) by email at Security.Desk@state.nm.us and by phone at 505-841-9330. In the case of a criminal violation, the IAO in conjunction with NMDWS Legal Counsel will notify the appropriate authorities. Violations by non-employees will be reported to the appropriate authorities.

- C. Each party understands that NMDWS will monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of information, including but not limited to original consent documents required by the Privacy Act, 5 U.S.C. Section 552a or relevant federal, state, and local laws, regulations, and policies. NMDWS may conduct on-site inspections to assure that the requirements of this Agreement are being met.
- D. NMDWS shall comply with State Records Center and Archives policies and regulations and ensure compliance with all relevant and applicable federal, state, and local laws, regulations, and policies. The County shall comply with the Santa Fe County Records Retention and Disposition Schedule and applicable state and federal laws.
- E. Both parties agree to provide appropriate records, reports, etc. to support audits within three business days.

VI. CONFIDENTIALITY

All confidential information obtained through this Agreement from NMDWS, and as defined in applicable state and federal law, shall not be disclosed to any individual or organization unless done: (i) in accordance with applicable law; (ii) with the written consent of the individual to whom the information pertains; or (iii) as required by a court of competent jurisdiction. Each party will notify the other promptly of any information on any unauthorized possession, use, knowledge of, or attempt to use the confidential information obtained from NMDWS. Each party will assist the other in the investigation of confidentiality violations and in the prevention of future occurrences. The PARTNER will safeguard confidential information obtained from NMDWS as follows:

- A. Access to the records sought and to any records created with the information disclosed under this Agreement that identify an individual by name, social security number, or other identifiable information of the individual, will be restricted to authorized employees who require the information to perform their official job duties and responsibilities.
- B. All personnel who will have access to the information disclosed under this Agreement or to the records containing information disclosed under this Agreement that identify any individual by name or social security number will be advised of the confidential

nature of the information. They will also be advised of any civil and criminal sanctions contained in applicable state and federal laws for divulging the information unlawfully.

- C. Both parties will have security and confidentiality requirements in place. Policies will be in compliance with state and federal law concerning the handling and disclosure of client information. Both parties will continue to maintain and enforce their respective policies and will notify the other of any changes within 45 days.
- D. Disclosed information will be stored, processed, and maintained in a manner that will protect the confidentiality of the information. Information will be handled in a manner that will prevent unauthorized individuals from retrieving, accessing or changing the information.
- E. Any person who knowingly and willfully requests or obtains information under false pretenses, or who knowingly and willfully discloses such information in a manner or to a person not authorized by law to receive it, shall be immediately denied access to shared information and shall be subject to all appropriate federal and state criminal and civil penalties.
- F. Upon termination of this Agreement for any reason, any information received under the terms of this Agreement or subsequent amendments or revisions shall remain subject to the confidentiality provisions indefinitely as governed by applicable state and federal law.

VII. WAGE DATA

All wage data exchanged pursuant to this Agreement is exchanged consistent with the purposes of this Agreement and with the exceptions to the confidentiality restrictions set forth below in accordance with 20 CFR §603.5:

- A. Wage data confidentiality restrictions do not apply to information about the organization of the state or the state UC agency; state UC provisions, rules and regulations, or any interpretation thereof; or any interstate agreements and reciprocal agreements and any agreement with the Department of Labor, relating to state UC law.
- B. UC appeals records and precedential determinations may be disclosed so long as all social security account numbers have been removed and disclosure is consistent with state and federal laws.
- C. Individual or employer information may be disclosed only to that respective individual or employer.
- D. Wage data may only be released to an agent or a third party upon receipt of informed written consent from the individual and employer that is the subject of the information.

- E.** Public officials, or an agent or contractor of a public official, , may receive wage data for use in the performance of their official duties.
- F.** Confidentiality requirements do not apply to information collected exclusively for statistical purposes under a cooperative agreement with the Bureau of Labor Statistics.
- G.** Disclosure of wage data is permissible in response to a court order or to an official with subpoena authority.
- H.** Wage Data confidentiality requirements do not apply to disclosures to a federal official for purposes of UC program oversight and audits.

VIII. TERM AND TERMINATION

- A.** This Agreement will become effective from the date approved by the second party to sign the Agreement, and will continue indefinitely until terminated for convenience or default by either party.
 - i. This Agreement may be terminated for convenience by either party on 30 days advance written notice effective as of the expiration of the notice period, except, in cases where a non-breaching party has provided a breaching party with notice of default, neither party may terminate this Agreement for convenience until such time that both parties have adhered to the Remedy Upon Default procedures in Article IX (C) of this Agreement.
 - ii. This Agreement may be terminated for cause upon default.
 - iii. The PARTNER may terminate this Agreement for convenience when the term of the contract with PARTNER's independent contractor (SFC Agreement No. 2019-0186-GM/BT) expires and the PARTNER's independent contractor no longer has a need for the Wage Data that is the subject of this Agreement.
- B.** This Agreement may be amended at any time by mutual written consent of the parties.
- C.** Neither party may nullify obligations already incurred for performance or failure to perform prior to the date of nullification.
- D.** The termination of this Agreement for convenience or default shall not relieve either party from the confidentiality provisions as set forth in this Agreement.

IX. DEFAULT

- A.** Any misuse by either party, including any contractor, official, employee, or agent thereof, of the information received from either party including, but not limited to its unauthorized use, unauthorized release or its storage in an insecure manner shall constitute a default under this Agreement.

- B. Any failure by either party to comply with any term of this Agreement shall constitute a default except for failures due to circumstances as set forth in this Agreement.
- C. **Remedy Upon Default.** Should either party default in the terms of this Agreement, the non-defaulting party may elect to terminate the Agreement for convenience upon 30 days advance written notice, or may elect to give the other party ten business days written notice of the default. If the default is one which can be remedied, the non-defaulting party shall give the defaulting party an additional 30 business days in which to resolve the default and to provide the non-defaulting party with assurances that the default has been cured, after which either party is again free to terminate for convenience, pursuant to the limitations of Article VIII(A)(i) of this Agreement.
- D. Upon notification from NMDWS that a default has occurred, this Agreement shall be suspended and further disclosure prohibited until NMDWS is satisfied that the PARTNER has taken corrective action and that there will be no further breach. In the absence of satisfactory corrective action, the PARTNER shall surrender any and all confidential UC information obtained under this Agreement which has not previously been returned or shall certify in writing that such information has been destroyed.
- E. The waiver by either party of any default under this Agreement shall not act as a waiver of any other preceding or succeeding default.

X. ASSIGNMENT

Neither party shall have the right to assign or subcontract any part of its obligations under this Agreement.

XI. LIABILITY

- A. Each party will be solely liable for its own acts or failure to act in accordance with this Agreement and will be solely responsible for the actions of its own officers, agents and employees within the strict limits of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
- B. If the PARTNER fails to comply with any provision of this Agreement, the Agreement shall be suspended and further disclosure of information will cease until NMDWS is satisfied that corrective action has been taken and there will be no further breach.
- C. In the absence of prompt and satisfactory corrective action, this Agreement shall be terminated and the PARTNER shall surrender all confidential information obtained under this Agreement which has not previously been returned.
- D. In the event of a breach of this Agreement, NMDWS shall take all remedial actions, at law or equity, permitted under state or federal law in pursuing the breach of Agreement.

XII. SCOPE OF AGREEMENT

This Agreement incorporates all the understandings between the parties concerning the subject matter herein. No prior Agreement or understandings shall be valid or enforceable unless embodied in this Agreement.

XIII. WAIVER

Failure of either party to insist on strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver of such terms, covenants, and conditions, or of any similar right or power hereunder at any subsequent time.

XIV. FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten days after the beginning of any such cause that would affect its performance.

XV. AMENDMENT OF AGREEMENT

This Agreement shall not be altered, changed, or amended other than by an instrument in writing executed by the parties. All or any part of this Agreement may be amended at any time by a written amendment signed by both parties. The parties acknowledge that this Agreement is subject to federal and state laws which are subject to change. Each party agrees to provide the other with ten business days' notice of the enactment of any federal or state law change, which may affect either party's performance under this Agreement. In most situations, where a conflict between federal and state law arises or exists, federal law will pre-empt state law. Within ten business days of any applicable federal or state law changes, this Agreement will be deemed automatically modified in accordance with such a change, without notice or written amendment. The provision for automatic amendment shall not apply in the instance where one party provides the other party with a written objection within ten business days of the effective date of a federal or state law change. Such an objection will provide the party's challenge to the change or an explanation as to why the party does not believe the change will render its performance under this Agreement illegal, impractical, or impossible. Upon the receipt of such an objection, the parties shall negotiate the effect of the specified federal or state law will have on the future implementation or continuation of this Agreement.

XVI. ADMINISTERING PARTY

Each party shall administer its portion of the Agreement. As problems may arise from time to time, the parties will cooperate in taking corrective action. Disputes will be resolved by discussion or mediation.

XVII. FUNDS ACCOUNTABILITY

- A. The reasonable and necessary costs of processing and handling requests for disclosure of information shall be calculated in accordance with 29 CFR Part 97 and Office of Management and Budget Circular No. A-87. The PARTNER shall be responsible for reimbursement of direct and indirect costs incurred as a result of the disclosure of information. The requirement of payment of costs is met if NMDWS and the PARTNER have a reciprocal cost agreement.
- B. All receipts and disbursements provided shall be strictly accounted for as necessary for full accountability, follow generally accepted accounting principles, and account for all disbursements of funds transferred or expended pursuant to this Agreement.

XVIII. SURPLUS

If any, any surplus money will be returned to the party furnishing the same on the termination of this Agreement.

XIX. SEVERABILITY

If any provision of this Agreement shall be held void or invalid, the remaining provisions shall nevertheless be valid, effective, and binding, and it is the intention of the parties that each provision of this Agreement is being stipulated separately in the event one or more of such provisions should be held void or invalid.

XX. CUMULATIVE RIGHTS

Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies.

XXI. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations or authorizations being made by the New Mexico Legislature, the federal agency, or the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the federal agency or the Congress, this Agreement shall be subject to termination or amendment. Such election may be effected by either party sending written notice to the other. Either party's decision as to whether sufficient appropriations or authorizations exist shall be accepted by the other and shall be final and binding. To the extent legislation or Congressional action impact the amount of appropriation available for performance under this Agreement, the parties shall, at their discretion, have the right to amend the Agreement.

XXII. GOVERNING LAW AND VENUE

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 Section 38-3-1 (G), NMSA 1978. By execution of this Agreement, PARTNER 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.

XXIII. NOTICES

Any notice required to be given pursuant to the terms and provisions of this Agreement will be made in writing, and shall be delivered by at least one of the following; email; certified or registered mail; overnight carrier, courier, or hand delivery. Notice will be sent to:

To NMDWS: New Mexico Department of Workforce Solutions
401 Broadway NE
Albuquerque, NM 87102
Attention: NMDWS Cabinet Secretary and Office of the General Counsel
EMAIL:

W/copy to: New Mexico Department of Workforce Solutions
401 Broadway NE
Albuquerque, NM 87102
Attention: Chief Information Officer
EMAIL:

To: Santa Fe County Growth Management Division
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276
Attn: Economic Development Director

W/copy to: Santa Fe County
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276
Attn: Santa Fe County Manager

Any notice must be delivered to the parties at their respective addresses set forth above, or to other addresses as shall be specified in writing by either party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery of the mail; the date set forth on return receipt if sent by certified or registered mail; on written verification of receipt of delivered by overnight delivery; or on date of delivery if delivered personally or by courier.

IN WITNESS WHEREOF, NMDWS and PARTNER have caused this Agreement to be executed and to become effective when signed by both parties.

NMDWS

By: 

Bill McCamley
NMDWS Secretary

SANTA FE COUNTY

By: 

Katherine Miller
Santa Fe County Manager

Date: 9/27/19

Date: 9.20.19

APPROVED FOR LEGAL SUFFICIENCY:

By: 

Amber Fayerberg
General Counsel

Approved as to form:

By: 

Rachel A. Brown
Interim Santa Fe County Attorney *OK 49*

Date: 9/27/19

Date: 9/13/19

APPROVED FOR INFORMATION SECURITY SUFFICIENCY:

By: 

Sue Anne Athens
NMDWS Chief Information Officer

By: 

Daniel P. Sanchez
Santa Fe County IT Director

Date: 9/25/19

Date: 9/24/19

ATTACHMENT A REPORTING AN INFORMATION SECURITY INCIDENT

An **incident** is any event that involves the real, suspected, or potential loss, disclosure, destruction, or modification of NMDWS' information or information systems, including contamination of resources by computer viruses. Anything that constitutes a breach under law or regulation is considered an incident.

Every individual who accesses New Mexico Department of Workforce Solutions (NMDWS) information is required to report any incident or possible incident **IMMEDIATELY** upon discovery or as soon as the incident is suspected. Time is absolutely critical in reporting incidents, as NMDWS is required to meet very strict deadlines for reporting certain types of breaches – and the starting point of the timeline is when the incident is discovered, not when it is reported. Any unnecessary delay, as determined by the NMDWS Information Assurance Office, is a violation of this procedure and may result in sanctions.

Violations may subject the violator to disciplinary action. When appropriate, NMDWS may restrict a violator's access to NMDWS resources pending further investigation of a possible violation of this policy.

HOW TO REPORT AN INCIDENT

As soon as the incident is suspected

- **IMMEDIATELY CALL**, no matter what time of day or night or weekday or weekend or holiday, until you get a live person to respond.
 - **During Business Hours: CALL 505-841-9330** [Chief Information Security Officer (CISO)/designated personnel], and inform the Information Assurance staff member that you are reporting a Security Incident.
 - **After Hours, weekends and holidays: CALL 505-841-9330** (CISO/designated personnel), and inform the Information Assurance staff member that you are reporting a Security Incident.
 - **Keep calling until you talk to a person.**
 - Please **DO NOT** simply leave voicemail or send e-mail – please ensure you reach a live person, because it is **CRITICAL** that we begin response procedures immediately.
 - A representative from NMDWS Information Assurance Office will review the report and will call you back.

Once you have reported the incident to someone

- **STEP AWAY** from the computer:
 - **DO NOT** take any other action until advised by the NMDWS Information Assurance Office.
 - **DO NOT** attempt to login, or alter the compromised system.
 - **DO NOT** power it off.
 - These actions will delete forensic evidence that may be critical to your incident.
- **DO NOT** talk about the incident with any other parties unless and until you are authorized by the NMDWS Information Assurance Office to do so.
- **CAREFULLY FOLLOW** any instructions from the NMDWS Information Assurance Office.

IMPORTANT: A notification made to NMDWS Information Assurance Office outside of this notification process, whether made by email or other means, is NOT an acceptable substitute for the required notification as outlined above.

ATTACHMENT B – CONTACTS

NM Department of Workforce Solutions

Address: 401 Broadway Blvd NE
Albuquerque, NM 87102

Chief Information Officer (CIO): Sue Anne Athens

- **Work Phone:** 505-382-3019
- **E-Mail:** Sueanne.Athens@state.nm.us

Technical Point of Contact: Daniel Vigil

- **Work Phone:** 505-841-9019
- **E-Mail:** Daniel.Vigil@state.nm.us

Compliance Officer: Phillip Zamora

- **Work Phone:** 505-841-8663
- **E-Mail:** Phillip.Zamora@state.nm.us

Santa Fe County

Address: 102 Grant Avenue
Santa Fe, NM 87504-0276

Information System Security Officer (ISSO): Paul Herrera

- **Work Phone:** 505-995-9546
- **E-Mail:** pmherrera@santafecountynm.gov

Technical Point of Contact: Paul Herrera

- **Work Phone:** 505-995-9546
- **E-Mail:** pmherrera@santafecountynm.gov

Compliance Officer: Same as above.

- **Work Phone:** “
- **E-Mail:** “