

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
GOVERNMENTAL SERVICES AGREEMENT

This **Governmental Services Agreement (GSA)** is made and entered into by and between the State of New Mexico **Human Services Department**, hereinafter referred to as the “HSD” or the “Department”, and **HELP-NM, Inc. (E&T)**, hereinafter referred to as the “Contractor”.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Services

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

2. Compensation

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one million four hundred sixteen thousand six hundred sixty six dollars (\$1,416,666.) including gross receipts tax, if applicable. This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this GSA shall equal the amount stated herein. The New Mexico gross receipts tax, if applicable, levied on the amounts payable under this GSA shall be paid by the Contractor. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the HSD when the services provided under this GSA 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 GSA being amended in writing prior to those services in excess of the total compensation amount being provided.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one hundred sixty six thousand six hundred sixty six dollars (\$166,666.) including gross receipts tax if applicable, in FY21.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one million dollars (\$1,000,000.) including gross receipts tax if applicable, in FY22.

The HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed two hundred fifty thousand dollars (\$250,000.) including gross receipts tax if applicable, in FY23.

B. Payment in FY21, FY22, and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the HSD. All invoices **MUST BE** received by the HSD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

A. The Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HSD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the HSD shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the HSD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term

This GSA shall be effective May 1, 2021, and shall terminate on September 30, 2022, unless amended, extended, or terminated pursuant to the terms of this GSA.

4. Termination

A. Termination. This GSA may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this GSA, the HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the HSD is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 GSA. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this GSA may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the HSD or if, during the term of this GSA, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS GSA.

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

5. Assignment

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

6. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this GSA without the prior written approval of the HSD.

7. Release

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

8. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this GSA 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 HSD. Each party, however, will develop and maintain databases which will contain confidential information concerning individual applicants or patients, as the case may be. Therefore, the parties agree to jointly and separately attempt to safeguard confidential information as follows:

A. Access to the records sought and to any records created with the information disclosed under this Agreement containing confidential information will be restricted to authorized employees who require the information to perform their official duties. The Contractor will provide office spaces where computer equipment, paperwork, files, and other confidential information will be locked by the HSD and Contractor workers at all times.

B. The information disclosed and the records created will be processed and maintained in a manner that will protect the confidentiality of the disclosed information, and in a manner that will prevent unauthorized individuals from retrieving or accessing the information. This requirement includes access to computers, terminals and electronic on-line access as well as printer or paper copies of the information.

C. The confidential information will be used and accessed only for the purposes of compliance with the governing federal and state statutes, rules and regulations. To the extent, HSD employees will have access to patient information protected by the Privacy Act (5 USC Section 533a) and implementing regulations, the Privacy Rule of the HIPAA (45 CFR Parts 150 & 164), and/or regulations protecting the confidentiality of alcohol and drug abuse patient records, HSD employees agree to comply with all applicable provisions on disclosures and all other applicable federal and state statutes or regulations.

D. Any person who knowingly and willfully requests or obtains shared 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, state, or Tribal criminal and civil penalties.

E. The affected Party shall immediately: (1) notify the other of any known or suspected improper disclosures of data files or other confidential information; (2) promptly furnish the full details of the unauthorized possession, use, or knowledge of data files or other confidential information; and (3) assist in an investigation of the matter and take steps to prevent a recurrence.

F. The affected Party shall immediately notify the other of any request for information pertaining to the client/customer, including by subpoena.

G. Upon the termination of this Agreement for any reason, any information received under the terms of this Agreement of subsequent amendments or revisions shall remain subject to the confidentiality provisions indefinitely.

9. Amendment

A. This GSA 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 HSD proposes an amendment to the GSA 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 GSA, pursuant to the termination provisions contained herein, or to agree to the reduced funding.

10. Merger

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

11. Penalties for Violation of Law

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

12. Applicable Law

The laws of the State of New Mexico shall govern this GSA, 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 GSA, 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 GSA.

13. Records and Audit

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

B. Contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, as applicable, or upon HSD request, submit its most recent 2 CFR 200 audit. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract

with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the HSD. The audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the GSA in accordance with procedures promulgated by 2 CFR 200 or Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HSD and any other authorized entity as required by law within (fifteen) 15 days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this GSA if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD, or the Contractor shall provide the HSD with three (3) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter, or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this GSA, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain the Schedule of Expenditures of Federal Awards for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, and appendices where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F and appendices.

14. Invalid Term or Condition

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

15. Enforcement of GSA

A party's failure to require strict performance of any provision of this GSA 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 GSA shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. Notices

Any notice required to be given to either party by this GSA 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 HSD: Cerelle Stauch, Program Manager
HSD/Income Support Division
P O Box 2348,
Santa Fe, NM 87504

To the Contractor: Roger Gonzales, Acting Chief Executive Officer
HELP-New Mexico, Inc
5101 Copper Avenue NE
Albuquerque, NM 87108

17. Debarment and Suspension

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

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

- 1) The Contractor shall provide immediate written notice to the HSD's Program Manager if, at any time during the term of this GSA, the Contractor learns that its

certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances.

2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this GSA or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the GSA.

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

18. Findings and Sanctions

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of the HSD audits, federal audits, and disallowances of the services provided pursuant to this GSA and the administration thereof.

B. The Contractor will make repayment of any funds expended by the HSD subject to which an auditor, with the jurisdiction and authority, funds were expended.

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

19. Drug Free Workplace.

A. *Definitions.* As used in this paragraph—
“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/Contractor that has no more than one employee including the offeror/Contractor.

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

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

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

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor’s policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

a) Provide all employees engaged in performance of the GSA with a copy of the statement required by subparagraph B(1);

b) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this GSA, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;

c) Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

d) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Taking appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal,

State, or local health, law enforcement, or other appropriate agency; and

- 3) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this paragraph.

C. The Contractor, if an individual, agrees by entering into this GSA not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the HSD, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this GSA and subject the Contractor to suspension of payments under the GSA and/or termination of the GSA in accordance with paragraph 4, above.

20. Entire GSA

This GSA incorporates all 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 GSA. No prior agreements or understandings of the parties or their agents, verbal or otherwise, are valid or enforceable unless embodied in this GSA.

21. Authority

If the Contractor is other than a natural person, the individual(s) signing this GSA on behalf of the Contractor represents and warrants that he or she has the power and authority to bind the Contractor, and that no further action, resolution, or approval from the Contractor is necessary to enter into a binding contract.

22. Miscellaneous

A. This GSA is an internal government GSA and is not intended to confer any right upon any private person.

B. Headings used in this GSA are for reference purposes only and shall not be deemed a part of the GSA.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the HSD below.

By: DocuSigned by:
David R. Scrase, M.D.
9DBE7D7D1B53422... _____ Date: 4/22/2021
Cabinet Secretary
Human Services Department

By: DocuSigned by:
Danny Sandoval
B66DEEE7DE10413... _____ Date: 4/19/2021
Chief Financial Officer
Human Services Department

By: DocuSigned by:
[Signature]
5709D277B0EC4AA... _____ Date: 4/20/2021
Office of General Counsel - Certifying legal sufficiency
Human Services Department

By: DocuSigned by:
Roger Gonzales
6A82A87B91AE493... _____ Date: 4/19/2021
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-717215-00-2

By: DocuSigned by:
AnnMarie Lucero
A1E23200AE974AA... _____ Date: 4/22/2021
Taxation and Revenue Department

DS
AM

Exhibit A
Scope of Work
HELP NM
SNAP Employment and Training Program

Performance Measures: The SNAP Employment and Training (E&T) Program assists SNAP participants gain skills, training, or work experience to increase their ability to obtain unsubsidized employment that leads to economic self-sufficiency. Additionally, the E&T program offers a way to allow Able -Bodied Adults Without Dependents (ABAWDs) subject to the three 3-month time limit to meet ABAWD work requirements utilizing E&T components. The program provides case management and comprehensive E&T services to SNAP eligible individuals who are:

- Between the ages of 16 and 59, and
- Physically and mentally fit.

Individuals are not eligible to volunteer if they receive:

- Temporary Assistance for Needy Families (TANF) benefits, or
- Unemployment Compensation Benefits (UCB).

There are seven (7) Exhibits to this contract listed below. After Exhibit A, Scope of Work, the remaining six (6) are e-Exhibits and are posted on the HSD website for the Contractor to review and use at this link <https://www.hsd.state.nm.us/LookingForInformation/income-support-division.aspx>. The Exhibits are as follows:

1. Exhibit A: Scope of Work
2. e-Exhibit B: Budget
3. e-Exhibit C: Invoice
4. e-Exhibit D: Invoice Transmittal
5. e-Exhibit E: Budget Adjustment Request Form (BAR)
6. e-Exhibit G: FNS 583 Quarterly Report
7. e-Exhibit H: E&T Annual Outcomes Measure

Any future changes to the e-Exhibit templates will be sent electronically to the Contractor and updated to the site listed.

The following are performance measures that the Human Services Department (HSD) and the Contractor agree to:

A. HSD Shall:

FISCAL REQUIREMENTS

1. Act as the funding agency.
2. Disburse E&T funds to the Contractor, on a reimbursement basis, upon receipt of monthly invoice prepared by the Contractor that contain detailed fiscal documentation. Provide the Contractor staff with training and technical assistance related to usage and reporting of E&T funding as appropriate.

3. Refrain from transferring, disbursing or reimbursing state funds to the Contractor under the terms of this Governmental Services Agreement (GSA). All E&T funds disbursed to the Contractor under this GSA shall be federal monies.
4. Certify the Contractor billing invoice, which is subject to approval by the HSD Contract Manager, to ensure that expenditures meet all federal and state requirements.
5. Be allowed to deduct from amounts otherwise payable to the Contractor under this GSA or addendum thereto, monies overpaid to the Contractor and therefore determined to be due to HSD from the Contractor.
6. Notify the Contractor if federal funds are reduced or are insufficient to continue under this GSA. Payments made by HSD using federal funds are contingent upon receipt by HSD of anticipated funds. In the event of future reduction of such funds, HSD shall reserve the right to reduce payments and service provided for herein, or in the alternative, to exercise termination.
7. Conduct reviews for quality assurance and compliance by conducting independent on-site E&T program and fiscal reviews of the Contractor and provide the Contractor with detailed reports of findings. HSD will provide advanced notice to the Contractor at least thirty (30) calendar days prior to the on-site visit. HSD must have reasonable access to E&T program-related records (both electronic and hard copy).

PROGRAM REQUIREMENTS

1. Establish optional provisions and components of the SNAP E&T program (as listed in Contractor shall, Program Requirements, number 2) and the issuance of policies, rules, and regulations governing the program. HSD has the authority to add or delete components as program needs are assessed.
2. Determine whether a participant is eligible to participate. Individuals who are eligible are encouraged to voluntarily participate in the SNAP E&T program. Volunteers will be provided preliminary information regarding the Contractor's services, participant rights and responsibilities and other pertinent information.
3. Facilitate the referral of all eligible volunteers to the Contractor based on an agreed upon referral process.

B. The Contractor shall:

FISCAL REQUIREMENTS

1. Receive annually two types of E&T federal funds allocated by HSD:
 - a. 100 Percent (100%) funds; and
 - b. 50 Percent (50%) reimbursement funds.
2. Due to limited 100 Percent (100%) funding and the potential for 50 Percent (50%) reimbursement funds, the Contractor will strongly encourage co-enrollment with other eligible programs, such as Workforce Development Board programs. The Contractor will leverage their own non-federal funds using the 50 Percent (50%) reimbursement option.

3. Submit a budget using the template referenced in this GSA, e-Exhibit B, that must be approved by the HSD Contract Manager for operations costs. The Contractor shall prepare a budget for the contracted amount that includes all line-item elements as prescribed by the New Mexico Department of Finance and Administration (DFA) for: positions, personnel, employee benefits, contractual services, transportation, maintenance/repairs, operating costs, capital outlay, etc. The budget must be provided to HSD by the 15th calendar day following the signature date of this GSA. No payment shall be made under this GSA unless the Contract Manager approves the program budget required under this GSA. The approved budget shall provide the basis for the services provided under this GSA. The budget shall not be altered without written approval of HSD.
4. Payment shall be made under this GSA only when the HSD Contract Manager approves the program budget required under this GSA. The approved budget shall provide the basis for the services provided under this GSA. The budget shall not be altered without the written approval of HSD. Budget Adjustment Requests (BAR) must be submitted prior to the expending funds (e-Exhibit E) The Contractor assumes risk for any expenditure that takes place prior to the approval of the BAR. HSD may not compensate the Contractor for any expenditure that takes place prior to the approval of the BAR.
5. Comply with all federal and state laws and regulations relating to the uses and expenditures of the funds disbursed, to The Contractor under this GSA.
6. Ensure that monthly invoices (e-Exhibit C) submitted by the Contractor to HSD are received by HSD no later than the last day of the following month except for the month ending June 30, 2021. Failure to adhere to these requirements may result in a reduction of available funds and non-payment of invoice. The carryover of funds between fiscal years shall not be permitted. HSD will make every effort to make payments to the Contractor within 30 days from receipt of a correct invoice.
7. Adhere to all Federal and State laws and regulations relating to the uses and expenditures of funds made available under this GSA.
8. Maintain fiscal records necessary for full accountability, comply with accounting and fiscal requirements applicable to handling any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this GSA.
9. Ensure that program expenditures comply with SNAP E&T regulations. There are specific restrictions on the use of Federal SNAP E&T funds including but not limited to, the following:
 - a. Any use of Federal SNAP E&T funds must be consistent with SNAP E&T purposes and applicable rules. The purposes of SNAP E&T in reference to this GSA is:

- i. Assist SNAP participants gain skills, training, or work experience to increase their ability to obtain regular employment that leads to economic self-sufficiency.
 - ii. Offer a way to allow ABAWDs subject to the 3-month time limit to meet SNAP work requirements.
 - b. Not use Federal funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically authorized by HSD as allowed by Federal law.
 - c. The Contractor may sub-contract for services or benefits; however, Federal funds shall not be directly transferred into another program except as provided for by Federal law. Copies of any and all subcontracts originating under this GSA are to be provided to HSD or made available for inspection by HSD within thirty days of subcontract approval.
 - d. Ensure any costs charged to each program must be necessary, reasonable, and allocable to the program.
 - e. Not use Federal funds to construct or purchase buildings or facilities or to purchase real estate without the authorization of the Federal entity and HSD.
 - f. Not use Federal funds for general expenses required to carry out another program responsibility, except as permitted by federal law.
10. Ensure, to the best of their abilities, that the funding under this GSA is not utilized for duplicative services already available to low-income populations.
11. Limit administrative costs to 15% of the total GSA dollar amount. This cost limit includes both permissible direct and indirect administrative costs and is cumulative for The Contractor as well as any Sub-Contractor(s) of the Contractor.
12. Ensure administration costs are costs that are necessary for proper administration of the SNAP E&T Program.
 - a. Administrative costs include:
 - i. The costs of general administration and coordination of programs including contract costs and all indirect (or overhead) costs.
 - ii. The salaries and benefits of staff performing administrative and coordination function, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
 - iii. Costs such as equipment, travel, and office space costs, when directly associated with staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
 - iv. Training of staff to perform administrative functions, such as eligibility determinations, procurement, and payroll

- b. Excluded from “administrative costs” are the direct costs of providing program services such as:
 - i. Case management, information and referral, and counseling activities.
 - ii. Providing program information, the development of employability plans, work activities, post-employment services, and work supports.
 - iii. Costs, such as equipment, travel, and office space costs, when directly associated with providing program services, would be treated as program costs (whether provided under contract or otherwise).
 - iv. Costs for training of case managers or for other training directly associated with providing program services as program costs under its cost allocation plan. For example, training of case managers and other staff about how to provide appropriate services to victims of domestic violence under the Family Violence Option (i.e., screening and identification, safeguarding, and referrals to appropriate services) would be a program cost. Likewise, training staff about providing appropriate services to people with disabilities would be a program cost.
13. Confirm and ensure that Contractors shall comply to the requirements of the Federal Office of Management and Budget (OMB) 2 CFR 200, where appropriate, and applicable SNAP E&T statutes and regulations.
14. Adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 CFR.
15. Ensure that all expenditures shall be in accordance with the line-item budget. The Contractor shall maintain records to document expenditures.
16. As fiscal agent for the E&T program, the Contractor shall abide by its regulations and all fiscal matters compliant with regulations of the New Mexico Procurement Code and the State Auditor’s Office.
17. Include the audit of all funds received by virtue of this GSA in the regular independent audit. An original copy of the independent audit report must be provided to HSD and any other authorized entity as required by law within 15 days or receipt of the final audit report.
18. Upon termination of this GSA or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by the Contractor to HSD.

PROGRAM REQUIREMENTS

1. Provide a case worker for each participant throughout the period of engagement in SNAP E&T, defined as from assessment to successful completion of component(s) or withdrawal. The case worker will meet, virtually or in person, with the participant within 15 business days of referral to begin Case Management

- services, do an approved comprehensive employability assessment, and begin to develop an Employment Plan (EP) with appropriate activity tracks that are in line with their present circumstances. This assessment should assess the participant's literacy level and refer the participant to local literacy programs, when appropriate.
2. Work with participants to engage in multiple activities at any given time, based on findings of assessments. SNAP E&T activities that the Contractor will provide SNAP E&T participants include, but are not limited to:
 - a. Supervised Job Search
 - b. Job Search Training
 - c. Work Experience
 - d. Work Based Learning
 - e. Education Programs
 - f. Self-Employment Training
 - g. Job Retention

- Able Bodied Adults Without Dependents (ABAWDs) should be identified during this assessment so potential work activities can be quickly developed to help them retain eligibility for SNAP benefits.
3. Implement the participant's EP. When circumstances require intervention in areas outside the expertise of the Contractor, or require other resources, the Contractor will make referrals to an appropriate agency. The Contractor will monitor participant performance and participation, modifying the participant's EP as necessary. The case worker will have, at minimum, 1 monthly contact with each participant for these purposes, and this contact will be case noted. Activity hours will be tracked in the participant file for all participants. Verification of participant hours will be signed by the work site supervisor or other responsible individual.
 4. Provide participant information to HSD when an individual provides case manager or other component provider with information that might make the individual exempt from any SNAP work requirements.
 5. When a participant is enrolled in a component that is ill suited for their needs, the Contractor shall first work with the participant in case management, offering and enrolling the participant in any available component that works best based on their EP. If a participant is unable to find a suitable component, should the participant choose to stay in the program, the Contractor shall make a provider determination and refer the participant back to HSD.
 6. Develop procedures to ensure that ABAWDs subject to the three (3) month time limit and in compliance continue to remain eligible for SNAP benefits. The Contractor will follow up, as needed, in the event of non-compliance of ABAWDs with the work requirements in order to determine cause for failure to participate. Adjustments to the EP and activities to regain compliance will be encouraged. The Contractor will notify

- HSD if an ABAWD falls below the minimum required hours to maintain benefits, or when an ABAWD begins to meet their minimum required hours.
7. Maintain needed program files and documentation and record relevant participant data on approved shared systems as necessary. When a participant moves to a different county or there is a change in service provider, the former county or service provider that initially provided the service will make program documents and information available to the new county or new provider.
 8. Maintain Federal and State records retention policy for SNAP and SNAP E&T. Any document storage, either electronic or paper, will meet the minimum requirements set by NMHSD.
 9. Provide HSD with information for any SNAP recipients they serve who are not already volunteering for the E&T program who may be interested in participating in E&T.
 10. Be responsible for staffing, training, delivery of services to participants, conducting quality control audits and reporting. The Contractor will develop an HSD approved curriculum for all program staff.
 11. Coordinate with HSD so that staff completes required HSD security training, IRS training and any other relevant security and/or confidentiality training. The Contractor staff must acknowledge by signature that it agrees to follow any requirements as established by HSD training. The Contractor will confirm compliance of staff to HSD requirements by submitting a status of compliance report when requested by the HSD ASPEN Bureau Chief or designee. The Contractor will require its staff to conduct itself in a professional manner with HSD, Federal, State, or other stakeholder related communications or interactions.
 12. Develop resources to increase the amount, accessibility, and quality of services for eligible SNAP E&T individuals and build partnerships with agencies providing support services.
 13. Work with HSD to develop and distribute any materials, including but not limited to, promotional poster, flyers and brochures, assessments, and notices. Outreach materials will be adapted to the geographical region served, if needed. HSD and SNAP E&T will be clearly identified on all materials and products funded by the program (electronic, print, audiovisual, media, etc.) The Contractor agrees to abide by the guidelines set for usage of the SNAP, HSD and SNAP E&T logos on any products generated by. All materials will first be sent to HSD for review to make sure it meets literacy and translation requirements.
 14. Advertise SNAP E&T through existing outreach venues and post SNAP E&T information on the Contractor's website, including links, making them available for download.

15. Coordinate SNAP E&T media campaigns to create maximum synergy in impacted media markets. Any news releases related to this agreement or about SNAP E&T will be submitted to HSD for review prior to its releases
16. Partner with HSD, other State departments and community-based agencies serving the target population to promote the E&T program and co-locate outreach services when possible.
17. Attend and participate in local collaborative meetings, statewide meetings, and national E&T conferences to promote SNAP E&T.
18. Cooperate with HSD and the Food and Nutrition Services (FNS) in the review of data and, when appropriate, site visits of the Contractor and partner run E&T locations. These visits can include HSD or FNS Management Evaluations (MEs) and desk audits. The Contractor will cooperate with HSD and FNS with any corrective action plans in which the State or FNS deems necessary.

PERFORMANCE MEASURES

1. 80 Percent (80%) of referred volunteers' complete timely assessment and EP;
2. 75 Percent (75%) of participants have successful completion of a job search, educational, training, work experience, or self-employment training. Successful completion is defined as receiving the skills and knowledge, experience, credential, certification, or diploma/degree the component is designed to provide;
3. 75 Percent (75%) of participants who successfully complete at least one component find living wage employment, based on geographical location; and
4. 75 Percent (75%) of participants with living wage employment, based on geographical area, retained employment in the 2nd quarter after completion of participation in E&T.

Living wage for a geographical area will be defined with data found at <https://livingwage.mit.edu/states/35/locations>.

REPORTING REQUIREMENTS

1. Provide data, including, but not limited to, information required for the FNS 583 Quarterly Report (e-Exhibit G) due no later than 30 calendar days after the end of the quarter.
2. Provide data, including, but not limited to, information required for the SNAP E&T Outcome Measures report (e-Exhibit H) due December 1 annually.
3. Abide by HSD's records retention policy for SNAP and SNAP E&T. Any document storage, either electronic or paper, will meet the minimum requirements set by HSD.

MISCELLANEOUS REQUIREMENTS

1. Maintain a designated contact person and/or program coordinator.
2. Timely submit all reports and invoices to the Contract Manager:

Cerelle Stauch, E&T Coordinator
Income Support Division

Human Services Department
Cerelle.Stauch@state.nm.us
1474 Rodeo Rd.
P O Box 2348
Santa Fe, NM 87504