

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (PSC) is made and entered into by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as "HSD", and **HELP New Mexico**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (DFA).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform all services for the Community Services Block Grant in Sandoval County detailed in Exhibit A, Scope of Work, attached to this PSC, and incorporated in this PSC by reference.

B. The Contractor will provide services within Sandoval County in the State of New Mexico.

C. Performance Measures

(1) Contractor shall achieve the performance measures set forth in Exhibit B, herein and further referenced as CSBG Outcome Plan form, Direct/Performance Measures.

(2) In the event that the Contractor fails to obtain the results described in Exhibit B, HSD may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise HSD of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent HSD from exercising its right pursuant to Paragraph 5 below.

2. Compensation.

A. The total amount payable to the Contractor under this PSC shall not exceed four hundred thirty nine thousand eight hundred thirty four dollars (\$439,834), inclusive of gross receipts tax, if any. This amount is a maximum and not a guarantee that the work assigned to the Contractor under this PSC to be performed shall equal the amount stated herein.

B. Within 30 days of the effective date of this PSC, HSD shall pay to the Contractor quarterly advances or monthly reimbursement, to be determined by HSD, for services not to exceed four hundred thirty nine thousand eight hundred thirty four dollars (\$439,834), per contract year, as set forth in the detailed Line Item Budget attached hereto as Exhibit C and incorporated herein by reference. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to

Exhibit A, Scope of Work, and to approval by the DFA. All invoices MUST BE received by HSD no later than ten (10) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If 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, 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 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, HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Advances and Draw Down. Unless HSD determines the Contractor is not in good standing, the Contractor will receive an advance equaling three twelfths (3/12) of the annual allocated and funded amount. This advance will be issued upon written request by the Contractor every quarter beginning October 1, 2009 or as soon thereafter as the contract is in effect, whichever is later. If federal funds are not available at the time of the request the advance will not be made until such funds become available.

E. HSD reserves the right to place the Contractor on a reimbursement basis, suspend or withhold payments, or terminate the PSC if:

- (1) Documentation of allowable expenditures in the format prescribed by HSD has not been provided on a timely basis; and/or
- (2) The Contractor has not provided its annual single agency audit report to HSD in accordance with the schedule of this PSC; and/or
- (3) The single agency audit report or HSD's annual evaluation reveals findings and/or material weaknesses or audit exceptions which HSD considers to be significant; and/or
- (4) The Contractor is not complying with other applicable statutes, regulations, or contract provision; and/or
- (5) HSD considers the Contractor to be at risk of imminent closure, forfeiture of funds, bankruptcy or other conditions that may make the Contractor unable to properly expend the monies provided under this PSC; and/or
- (6) HSD determines that any funds have been spent for disallowed costs. HSD reserves the right to withhold funds in the amount of the disallowed costs from future advances or reimbursements made under this or successor PSCs or at its discretion to demand immediate reimbursement thereof.

F. HSD may suspend payment under this PSC for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the PSC, provided that the Project Manager shall give the Contractor written "Notice of Intent to Suspend Payment for Cause" specifying the Contractor's failure and affording the Contractor an opportunity to correct such failure(s) within thirty (30) calendar days of the receipt of such notice. Within thirty (30) calendar

days from the date of the Notice of Intent to Suspend Payment for Cause, the Project Manager will determine whether the Contractor has either corrected such failure or, in the case of a failure which the Project Manager determines cannot be corrected in thirty (30) calendar days, has begun and proceeded in good faith to correct such failure. If the Project Manager determines that the Contractor has not sufficiently rectified the failure, then HSD may at its option, continue the suspension of scheduled payment under this PSC after written notification to the Contractor. HSD will resume payment if/when it has determined that the Contractor has rectified the failure(s). HSD may exercise its option to terminate the PSC for cause if it determines that the Contractor is not proceeding in good faith or is not able to cure the failure.

G. Recoupment. Funds advanced and not expended for allowable program purposes or unexpended funds are subject to recoupment. HSD reserves the right to change the rate of reimbursement or to demand a check from the Contractor for repayment of improperly advanced or unexpended funds at any time during the contract period. The Contractor will immediately comply with HSD's change of rate of reimbursement or demand for a check.

H. Expenditure Reports. Expenditure reports shall be submitted to the Project Manager. Reports of actual expenditures and requests for reimbursement, if applicable, by the Contractor shall be submitted no more than once a month and are due by the 15th of the month following the month expenditures were made, with the exception of the month ending June 30th, 2010, for which reports and invoices must be received no later than July 10, 2010. Failure to submit requests for reimbursement by the 15th of the month following the month for which reimbursement is requested may result in a delay of payment.

I. The Contractor certifies that any direct or indirect costs claimed pursuant to this PSC will not be allotted or included as a cost of any other Contractor operated program, project, contract, or activity. All requests for reimbursement will list actual expenditures and certify these expenditures as follows:

"I hereby certify that these expenditures are true and accurate expenditures of the referenced program and that the amount claimed has not been charged to any other Federal or State funded program."

(Signature of Authorized Representative
of the Contractor)

(Date of Signature)

J. The Contractor shall clearly identify and distribute all costs incurred pertaining to this PSC by a methodology and cost allocation plan at times in a manner prescribed by or acceptable to the Contractor's cognizant funding source.

K. Payment of Taxes. The payment of applicable taxes for any money received under this PSC shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

L. Payment for Travel Expenses. Payment for reimbursable travel expenses shall be made according to the method approved by the Contractor's governing board but shall not exceed the legal rates prescribed for state personnel in the per diem and mileage provision of Section 10-

8-1 to 10-8-8 NMSA 1978 and DFA Rule 95-1, Regulations Governing the Per Diem and Mileage Act which went into effect June 19, 2009.

M. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If 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, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by 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, HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS PSC SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This PSC shall terminate on **September 30, 2010** unless terminated pursuant to paragraph 5, infra, or paragraph 7. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Reduction in Funding.

A. Reduction in funding procedures apply to the lowering of a Contractor's funding for cause. This procedure is governed by the NM State CSBG Policies and Procedures Manual, COATS Act, Public Law 103-252, subsection 678C.

B. If a Contractor has failed to comply with the legislative and administrative eligibility requirements, HSD will issue a Notice of Reduction in Funding letter to the Contractor's Executive Director and Board of Directors informing them of the failure or deficiency to be corrected, requiring the Contractor to submit a Corrective Action Plan to address the failure or deficiency to be corrected.

C. HSD will offer help and technical assistance and give the Contractor sixty (60) days to correct the deficiency or failure.

D. If the Contractor fails to submit a Corrective Action Plan or the Corrective Action Plan does not correct the deficiency or failure(s) identified in the Notice of Reduction in Funding, HSD has the right to terminate the PSC.

E. HSD and the Contractor may reduce funding by mutual written agreement upon such terms and conditions as they may agree.

5. Termination.

A. Termination. This PSC 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 PSC, HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if HSD is the terminating party, or Contractor's sending of the notice of termination, if 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 PSC. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this PSC may be terminated immediately upon written notice to Contractor if Contractor becomes unable to perform the services contracted for, as determined by HSD or if, during the term of this PSC, 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 CONTRACTOR'S DEFAULT/BREACH OF THIS PSC.

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

C. Termination for Cause. HSD may terminate this PSC for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the PSC, or any applicable federal or state statutes or regulations, provided that the Project Manager shall send by certified mail a written Notice to Terminate for Cause. The Notice will inform the Contractor of its failures and/or deficiencies and require that the Contractor submit a Corrective Action Plan within sixty (60) calendar days of the receipt of such Notice. After the Contractor has submitted its Corrective Action Plan, the Project Manager will determine whether the Contractor has either corrected the failure(s) or, in the case of a failure which cannot be corrected in sixty (60) calendar days, has begun and proceeded in good faith to correct such failure. If the Project Manager determines that the Contractor has not sufficiently rectified the failure, then HSD may at its option, terminate the PSC upon delivering written Notice by certified mail to the Contractor stating the termination date and work stoppage arrangements and giving the Contractor an opportunity for a hearing as specified in section 678C of the COATS Act. The Contractor will be paid only for services rendered through the date of termination.

D. Termination for Withdrawal of Federal Approval. In the event that federal approvals are withdrawn for this PSC, the Project Manager will issue an immediate notice to the

Contractor stating the termination date and work stoppage arrangements. The Contractor will be paid only for services rendered through the date of termination.

E. Termination Due to Insufficient Funds. In the event payment or reimbursement to HSD from the State of New Mexico or federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity and quality of services hereunder, the Project Manager will issue notice to the Contractor stating the termination date and work stoppage arrangements or modifying the scope of work as necessary. The Contractor will be paid solely for services rendered through the date of termination.

F. Termination and/or Decertification Work Stoppage Arrangements.

(1) When HSD has delivered to the Contractor a written Notice of Termination, or if the PSC has been terminated by mutual agreement, HSD, in addition to other rights, may require the Contractor to deliver, and/or make readily available to HSD within thirty (30) days, property in which HSD has a financial interest and any and all data, inventions or property specifically produced or acquired under this PSC.

(2) HSD shall retain ownership of all work products and documentation created under this PSC and approved HSD as of the termination date.

(3) HSD shall pay the Contractor all amounts due for service through the effective date of such termination or expiration. HSD shall not be obligated to pay any costs arising out of termination.

(4) As of the termination date the Contractor shall:

- a. Incur no further financial obligations for materials, services, or facilities under this PSC, without prior written approval of HSD.
- b. Terminate all purchase (procurement) orders and subcontracts and stop all work to the extent specified in the notice of termination, except as HSD may direct for orderly completion of termination.
- c. Take such reasonable actions and those HSD may direct, for protection and preservation of all property and all records related to and required by this PSC.
- d. Settle all outstanding liabilities and all claims arising out of such termination.
- e. Make necessary arrangements for delivery to HSD's representative copies of all program and fiscal records then in the possession of the Contractor and all property and equipment purchased from CSBG funds.

6. **Decertification of Contractor as an Entity Eligible to Receive CSBG Funds.**

If the PSC between HSD and the Contractor is terminated for cause, a Notice of Intent to Decertify will be sent to the Contractor.

A. Rights Upon Termination or Decertification

- (1) If the Contractor has failed to comply with the requirements of this PSC, the NM State CSBG Policies and Procedures Manual, or any other state and federal laws, HSD will issue a Notice of Termination and Notice of Decertification.

- (2) The notification shall include a date beyond which no CSBG funds may be expended by the Contractor, or alternatively, other restrictions on CSBG expenditures as HSD may require.
- (3) The notification shall offer the Contractor an opportunity for a hearing. The Contractor has 30 days from the date of the notification to request a hearing to the Project Manager.
- (4) If the Contractor requests a fair hearing, HSD will contract with an administrative hearing officer who is not an employee of HSD to conduct the hearing and provide a recommendation to HSD Secretary or his/her designee within fifteen (15) days of the hearing. The Department Secretary or his/her designee shall review the administrative hearing officer's recommendation and issue a final decision. The Department's final decision is binding on all issues that have been the subject of the fair hearing.
- (5) After HSD Secretary renders his/her final decision, pursuant to the COATES Act, HSD or the Contractor can request a review by the Office of Community Services of the DHHS – ACF. The request for review from HSD or the Contractor must be made within 30 days of the date of the final decision by HSD Secretary or his/her designee. OCS has 90 days to review the determination of the State. If a response from OCS has not been received within 90 days, the determination of the State will become final at the end of the 90th day as stated in the COATS Act, Section 678C (b).

B. The Department will send a letter to the Governor of New Mexico requesting that he/she decertify the Contractor as an eligible entity to receive CSBG funding, according to the New Mexico Community Action Act, § 27-8-5 B

7. Appropriations.

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

8. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for HSD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this PSC. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. **Assignment.**

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

10. **Subcontracting.**

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

11. **Release.**

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

12. **Confidentiality.**

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

13. **Matters Affecting Clients.**

A. Clients shall be determined to be eligible by the Contractor according to the Community Services Block Grant standards of 200% of the national poverty level for 2010.

B. Clients right to appeal:

(1) The Contractor shall establish and maintain a grievance and appeals system, including formal written grievance procedures reviewed by HSD. Clients may appeal a decision made by the Contractor within thirty (30) days which is adverse to them and may present grievances about the operation of the Contractor's services program as the operation pertains to and affects the client. The client shall be afforded an opportunity for timely review on such appeal or grievance. The Contractor shall render a written determination concerning the grievance within fifteen (15) days. A decision by the Contractor is subject to review and final determination by HSD and/or the Courts.

(2) The Contractor will advise clients of this right and of the right to review the Contractor's denial, exclusion from, or termination of services. The Contractor shall certify giving this notice to the client, in writing, on the client application form or by posted notice.

(3) The Contractor shall provide HSD with a copy of its grievance procedure and shall provide additional copies on request to clients or to HSD. If changes are made to the procedure, a copy shall be immediately sent to HSD for review and approval.

14. Contractor Personnel.

A. Replacement of significant Contractor's personnel such as the Executive Director, the Fiscal Officer or the CSBG Program Coordinator shall be with personnel of equal ability, experience and qualifications. Any changes in the above specified positions shall be submitted to HSD for review within 30 (thirty) days. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments

B. The Contractor warrants and represents that all employees to be assigned to the performance of this PSC shall be assigned in accordance with the staffing plan in the Contractor's proposal.

C. The Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

15. Constitution of Board.

A. The governing body of the Contractor will be constituted so as to assure that (a) one-third (1/3) of the members of the board are elected public officials currently holding office or their representatives, except that if the number of elected officials reasonably available and willing to serve is less than one-third (1/3) of the membership of the board, membership on the board of appointive public officials may be counted in meeting such one-third (1/3) requirement; (b) at least one-third (1/3) of the members are persons chosen in accordance with democratic selection procedures adequate to assure that they are representative of the poor in the area served; and (c) the remainder of the members are officials or members of business, industry, labor, religious, welfare, education, or other major groups and interests in the community. The Contractor also agrees to adhere to all provisions of the New Mexico statute governing the CSBG program, known as the Community Action Act.

B. The Contractor shall submit a current list and letters of appointment showing which elected public officials have been appointed to the board, to which governing authority they have been elected and, if they are unable to serve themselves, the member of the board appointed to represent them. All elected officials must be currently holding office in the Contractor's service area. The Contractor must inform HSD if any public official is replaced, and the Contractor shall submit to HSD documentation showing the election or the appointment of members on the board.

C. The Contractor shall submit in writing to HSD, with its funding application, the democratic selection process by which representatives of the poor shall be selected to serve on the board.

D. The Contractor shall submit with its funding application, a current list of all board members showing the length of time each member has served on the board and in what capacity.

16. Product of Service -- Copyright.

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

17. Property.

A. All property, with a purchase price of \$5,000 or more, acquired in whole or in part under this contract, must be approved by HSD prior to purchase. The approval process requires three price bids on the property.

B. Title to all property furnished to the Contractor by HSD shall remain in HSD. Title to all property with a purchase price of \$5,000 or more, acquired by the Contractor in part or whole under cost reimbursable contracts, (including purchase by lease-purchase agreement, the cost of which is reimbursed to the Contractor under this PSC) shall vest in HSD after reimbursement of the cost by HSD and expiration or termination of this PSC.

C. The Contractor shall maintain a current property inventory record and shall establish and administer, in accordance with sound business practices, a program for the maintenance, repair, protection and preservation of HSD property so as to assure its full availability and usefulness for the performance of this PSC.

D. The Department property shall, unless otherwise provided herein or approved in writing by HSD, be used only for the performance of this PSC.

E. In the event that the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damages to HSD property, the Contractor shall use the proceeds to repair, renovate, or replace HSD property involved or shall credit such proceeds against the cost of the work, or shall otherwise reimburse HSD as directed by HSD.

18. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the PSC. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

19. Amendment.

This PSC shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. Merger.

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

21. 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.

22. Equal Opportunity Compliance.

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

23. Applicable Law.

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

24. Licensing

The Contractor shall comply with all state and federal licensing standards, all applicable accrediting standards, and any other standards or criteria established or ordered by HSD to assure quality of services. All applicable certification must be explicitly stated. In the event of suspension or revocation of such licensing or accrediting standards, the Contractor must advise HSD, in writing, within ten (10) days of the suspension or revocation.

25. 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 PSC may be terminated by HSD.

26. Bonding

The Contractor shall obtain and maintain at all times during the term of this PSC a blanket Fidelity Bond covering the activities of the Contractor in an amount of at least 25% of the total dollar amount of this contract budget incorporated herein. The Contractor shall furnish HSD with a copy of the Bond certificate within thirty (30) days of the effective date of this PSC.

27. Insurance

A. The Contractor shall obtain within thirty (30) days of the effective date of this PSC and maintain at all times during the term of this PSC a liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. This policy shall include the area(s) covered by this PSC, with adequate liability insurance coverage provided for herein of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The Contractor shall furnish HSD with written evidence of such insurance coverage within thirty (30) days of the effective date of this PSC.

B. The Contractor shall secure within thirty (30) days of the effective date of this PSC and will notify HSD in writing of adequate fire and extended hazard insurance on all property in the custody of the Contractor which is furnished or owned by HSD or in which HSD has a financial interest.

C. The Contractor shall make every effort to obtain and maintain comprehensive Board Liability insurance issued by an insurance company licensed to do business in the State of New Mexico. The Contractor shall furnish HSD with evidence of such coverage upon demand.

28. Records and Financial Audit.

A. HSD shall determine whether to contract for an independent financial and functional audit to be conducted of the Contractor by an auditor licensed in the State of New Mexico or accept a single agency audit from the Contractor. 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 agreement 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 agency audits shall comply with procedures specified by HSD. The annual audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the PSC in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits.

B. The Contractor shall have an audit performed for every twelve-month period of the Contractor's fiscal year of this PSC. The audit report shall be completed and delivered to HSD no later than six (6) months after the end of the audited twelve (12) month period or in accordance

with the audit schedule of the Contractor's cognizant funding source if that source is other than HSD. The Contractor must provide HSD with a letter stating that election and which agency is the Contractor's cognizant funding source, and attach documentation verifying that agency's requirements for completion and submission of the single agency audit. However, regardless of the cognizant funding source requirements, the Contractor must provide an audit for each twelve-month period of the contract. The Contractor may request an extension to the deadline for submission of the audit report in writing to HSD for good cause and HSD reserves the right to approve or reject any such request. HSD retains the right to contract for an independent financial and functional audit for funds and operations under this PSC at HSD's expense 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 provide HSD with four (4) originals of the audit report. The Department will retain two (2) and one (1) each will be sent to HSD/Office of Inspector General and HSD/Administrative Services Division.

D. Within thirty (30) days thereafter, or as otherwise determined by HSD in writing, the Contractor shall provide 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, HSD has the right to reduce funding, terminate this PSC, and/or recommend decertification in compliance with state and/or federal regulations governing such action.*

E. This audit shall contain a report of financial expenditures by category for each program to facilitate ease of reconciliation by HSD. This audit shall also include a review of personnel records and a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circular A-122 and OMB Circular A-133.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB A-133.

G. The Contractor shall solicit bids at a minimum every four (4) years and shall retain an auditor for no longer than four (4) consecutive years.

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

29. Project Reporting.

A. The Contractor shall maintain program records required under this PSC including but not limited to, individual eligibility determinations, service plans and narrative and statistical data at times, and to the extent requested by HSD. All such records shall be retained for a period

of five (5) years. The Contractor shall take all steps to safeguard and warrant the maintenance of program records as required in OMB circulars or in federal/state regulations or statutes.

B. The Contractor agrees that a program monitoring review including meetings with consumers, review of service records and plans, financial records, personnel records, salary schedules, job descriptions and meetings with any staff directly or indirectly involved in the provision of services hereunder, may be conducted at any reasonable time by HSD, the State of New Mexico and the federal government. HSD will issue a written report within 30 (thirty) days of its monitoring review.

C. The Contractor shall assure free and unrestricted access to program documents, program operation and policy making activities and all meetings pertaining to the program to authorized officials of HSD and the federal government (e.g, designees of HSD, contract services staff and audit staff) to insure compliance with the terms and conditions of this PSC.

30. Indemnification.

The Contractor shall defend, indemnify and hold harmless HSD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this PSC, 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 PSC. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this PSC 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 HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

31. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this PSC, to:

- (1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;
- (2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;
- (3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1,

2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price PSCs without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price PSC) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

32. Invalid Term or Condition.

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

33. Enforcement of PSC.

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

34. Notices.

Any notice required to be given to either party by this PSC 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 HSD: Yvonne Rodriguez-Ulanowicz, Project Manager
Human Service Department
P. O. Box 12740
Albuquerque, New Mexico 87105
Yvonne.rodriguez-ulanowicz@state.nm.us

To Contractor: John Martinez, Executive Director
HELP New Mexico

5101 Copper NE
 Albuquerque, NM 87108
johnmartinez@helpnm.com

35. Authority.

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

36. Reporting Requirements.

A. If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), Contractor agrees to abide by the reporting requirements of that Act, as amended. Receipt of funds pursuant to ARRA is expressly contingent upon Contractor's agreement that it will fully comply with the reporting requirements specified by the Act. These reporting requirements shall include, but not necessarily be limited to, the following, as applicable:

- a) Contractor shall report information required by the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as that law may be amended or renumbered.
 - a. The name of the entity receiving the award.
 - b. The amount of the award.
 - c. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source, and an award title descriptive of the purpose of each funding action.
 - d. The location of the entity receiving the award and the primary location of the performance under the award, including the city, State, congressional district, and country.
 - e. A unique identifier of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity.
 - f. Any other relevant information specified by the Office of Management and Budget.
- b) Contractor will acquire or update their DUNS number and register with the Central Contractor Registration, if applicable.
- c) Contractor shall report information responsive to ARRA Section 1512 as identified in that Section, and as that Section may be amended or renumbered, and in Federal Office of Management and Budget ("OMB") memoranda and supplements addressing Section 1512 reporting, as amended or renumbered. Reported information will include:
 - a) Data elements specific to vendor reporting.
 - i. Award Number – Prime Recipient Vendor
 - ii. Subaward Number – Sub-recipient Vendor
 - iii. Vendor DUNS Number

- iv. Vendor HQ Zip Code + 4
- v. Vendor Name
- vi. Product and Service Description
- vii. Payment Amount
- b) Data elements for which the prime recipient or sub-recipient is responsible, but which are generated by the vendor, including, but not limited to: project status, jobs creation, and number of jobs.
- c) Data on number of jobs will comply with OMB Memorandum M-09-21 description of a mathematical formula to calculate Full Time Equivalence (FTE) for jobs created and retained, at page 35, and as that memorandum may be amended, supplemented, or replaced by OMB.
- d) If applicable, pursuant to ARRA Division B, Title VII, or pursuant to OMB Guidelines, memoranda or other directives, Contractor will report the names and compensation of the five most highly compensated officers of the Contractor.
- d) Contractor shall report any other information specified by the funding federal agency for ARRA-funded projects in addition to the reporting requirements specified in Section 1512 and OMB Memoranda.
- e) At the direction of the Agency, Contractor will use any automated data system identified by Agency to report ARRA funds, jobs created or retained, or any other ARRA-mandated reporting requirements.
- f) Contractor will meet all reporting deadlines established by the Agency to ensure compliance with ARRA-mandated reporting deadlines as well as any deadlines specified by the Agency for the reporting of data that the Agency requires in order to comply with Agency's ARRA reporting requirements.
- g) In the event that additional data reporting is imposed on the Agency by federal law or by an appropriate federal agency subsequent to the execution of this Agreement, Contractor agrees to fully comply with any and all additional reporting requirements as directed by the Agency.

B. Contractor shall also be fully responsible for complying with any reporting requirements which apply to any subcontracts awarded pursuant to this Agreement and in accordance with Section 8 of this Agreement regarding subcontracting, such reporting to comply with ARRA and/or the Federal Funding Accountability and Transparency Act (P.L. 109-282), as those laws may be amended or renumbered. Contractor shall be responsible for ensuring that all required subcontractor reporting is completed in a timely and accurate manner.

- 1) The data elements required for compliance shall include, but not necessarily be limited to, the following, as applicable:
 - a. Specific data elements identified by OMB for vendor reporting.
 - b. Any other information specified by OMB or the funding federal agency, if applicable.
 - c. The number of jobs created and retained by the project or activity, with a narrative description of the types of jobs. Data on number of jobs will comply with OMB M-09-21 description of a mathematical formula to calculate Full

Time Equivalence (FTE), as that memorandum may be amended or supplemented by OMB.

- 2) At the direction of the Agency, subcontractor will use any automated data system identified by the Agency to track ARRA funds, jobs created or retained, or any other ARRA mandated reporting requirements.
- 3) ARRA Funds may be used in conjunction with other funds to perform the Scope of Work under this Agreement, but tracking and reporting must be done separately to meet the reporting requirements of ARRA and the OMB Guidance.
- 4) Contractor agrees that it will include in any subcontract agreement subject to these requirements, an affirmative obligation upon any subcontractor to collect, maintain and timely provide any and all information subject to the reporting requirements specified herein and a specific authorization for the release of this information directly to the Agency upon the Agency's request.

37. Additional Audit Requirements.

A. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

- 1) Allow access by any appropriate Federal entity, including an inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) to examine any records of the Contractor and any subcontractor pursuant to this original Agreement that pertain to, and involve transactions relating to, this Agreement or any subcontract pursuant to this Agreement; and
- 2) To allow any appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 to interview any officer or employee of the Contractor or any subcontractor pursuant to this original Agreement regarding such transactions.
- 3) Nothing in this Section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

B. If any part of this Agreement is funded pursuant to the ARRA, Contractor agrees to abide by the following:

- 1) Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the Contractor or any of Contractor's subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) Allow the Comptroller General and his representatives to interview any officer or employee of the Contractor or any of Contractor's subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
- 3) Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

C. If any part of this Agreement is funded pursuant to ARRA, Contractor agrees to maintain documentation and records that support all information submitted to the Agency for Federal Reporting purposes.

D. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with and submit to all of the additional audit requirements specified herein.

38. Additional ARRA Requirements.

A. The Agency and Contractor hereby acknowledge that any funding provided pursuant to ARRA is one-time funding which shall be limited to the specific purposes and deliverables specified herein.

B. Whistleblower Protections of Employees Under ARRA

- 1) Contractor will comply with Section 1553 of the ARRA regarding Whistleblower protections, as that section may be amended or renumbered.
- 2) Any employer, including Contractor, receiving funds pursuant to ARRA shall post notice of the rights and remedies provided under this section. The notice of rights shall be the same as or equivalent to the example notice set forth in Exhibit D.
- 3) Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the whistleblower protection provisions specified herein.

C. Buy American Provisions

- 1) If applicable, Contractor will comply with Division A, Section 1605 of ARRA regarding Buy American Provisions, regarding use of American iron, steel, and manufactured goods, as that section may be amended or renumbered.
- 2) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

D. Wage Rate Requirements

- 1) If applicable, Contractor will comply with Division A, Section 1606 of ARRA regarding wage rate requirements, as that section may be amended or renumbered.
- 2) If applicable, Contractor will comply with Division B, Section 1601 of ARRA regarding application of certain labor standards to projects financed with certain tax-favored bonds.
- 3) If applicable, Contractor is responsible for advising any subcontractor of this requirement.

39. Mandatory Waste, Fraud or Abuse Reporting.

If any part of this Agreement is funded pursuant to the American Recovery and Reinvestment Act ("ARRA"), Contractor shall:

A. Promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving such ARRA funds.

B. Promptly report to the Agency and NMORR any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has committed fraud, waste, or abuse of ARRA funds.

C. Contractor agrees that it will include in any subcontract agreement an affirmative obligation upon any subcontractor to comply with the mandatory waste, fraud or abuse reporting requirements specified herein.

40. Non-Compliance With ARRA Reporting Requirements.

Failure of Contractor or any subcontractor to Contractor to comply with the reporting requirements, through material omission, knowingly reporting false data, or failure to comply with reporting deadlines, may result in withholding of payment and/or termination of this Agreement.

41. Cited Documents.

Cited documents may be viewed in their entirety at United States Government websites, and it is Contractor's responsibility to fully understand Contractor's duties and responsibilities for reporting and disclosure requirements when receiving ARRA funds pursuant to this or any other agreement under which ARRA funds are disbursed.

Document	Weblink
American Recovery and Reinvestment Act of 2009	ARRA
Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282)	FFATA
OMB M-09-21, Implementing Guidance for the Reports on Use of Funds Pursuant to the Recovery Act of 2009.	M-09-21 Memorandum
OMB M-09-21 Supp 1: List of Programs Subject to Recipient Reporting	M-09-21 Supplement 1
OMB M-09-21 Supp 2: Recipient Reporting Data Model	M-09-21 Supplement 2
OMB M-09-19, Guidance on Data Submission under the Federal Funding Accountability and Transparency Act (FFATA)	M-09-19
OMB M-09-15, Updated Implementing Guidance for the Recovery Act of 2009	M-09-15

42. Debarment And Suspension.

A. Contractor certifies by signing this Agreement, that Contractor and Contractor's principals, if applicable, to the best of Contractor's knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against them for:

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above in this Paragraph; and, (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default. If applicable, Contractor certifies that it and its principals 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.

B. Contractor's certification in Paragraph A is a material representation of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's certification in Paragraph A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the Agreement.

C. Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed \$25,000, to disclose to the Agency 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. Contractor shall make such disclosures available to the Agency. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the sub-Contractor.

43. Other Provisions

PLEASE NOTE: the clauses numbered 26 through 30 and set forth hereinabove are IN ADDITION TO any other pertinent requirements as set forth by the Federal Government either pursuant to or outside of the American Reinvestment and Recovery Act, such as specific requirements set forth by the Federal Agency from which funds have been appropriated or any other pertinent Federal agency.

44. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

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

D. This certification is a material representation of fact upon which reliance is placed when this PSC is made and entered into. Submission of this certification is a prerequisite for making and entering into this PSC imposed under 31 U.S.C. § 1352. Any person who makes an expenditure prohibited by § 1352 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, parties have executed this PSC as of the date of signature by the DFA Contracts Review Bureau, below.

By: Kathryn Falls
Kathryn Falls, Secretary Designate
New Mexico Human Services Department

Date: 12/29/09

Approved as to form and legal sufficiency:

By: Mark H. Reynolds
Mark H. Reynolds, Acting General Counsel
New Mexico Human Services Department

Date: 12-21-09

By: [Signature]
Contractor

Date: 12/16/2009

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: [Signature]
New Mexico Taxation and Revenue Department

Date: 12/30/09

This PSC is approved by the DFA Contract Review Bureau:

By: [Signature]
Contracts Review Bureau
New Mexico Department of Finance and Administration

Date: 1.14.10

EXHIBIT A

Scope of Work

A. The Contractor shall:

1. Perform services for the Community Services Block Grant in Sandoval County detailed in Exhibit B, CSBG Outcome Plan, attached hereto to this PSC and incorporated in this PSC by reference;
2. Provide services in a manner that complies with the federal objectives attached hereto as Exhibit B and incorporated herein by reference;
3. Respond to all written requests for information and/or clarification by HSD regarding the program within thirty (30) days of receipt of such a request, unless a longer time frame is included in the request;
4. Have the Executive Director and/or the designated representative attend all quarterly meetings of the Community Services Block Grant (CSBG) and to actively participate with HSD in identifying mutual problems and solutions related to the CSBG Program;
5. Comply with the New Mexico CSBG Policy and Procedures Manual as it now exists or as it may be amended;
6. Use the tracking system approved by HSD for tracking outcomes, contacts with, and services provided to the low-income population within the Contractor's service area, and to maintain an assistance and support contract with the developer;
7. Prepare and submit to HSD a Community Action Plan which includes:
 - a. A community needs assessment, based on current demographic and economic data about the Contractor's service area, gathered from sources such as the U.S. Census Bureau, the New Mexico Agency of Workforce Solutions, and other surveys, publications and reports produced to provide such data to the public;
 - b. A description of the service delivery system targeted to low-income individuals and families in the service area;
 - c. A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultations;
 - d. A description of how funding under this contract will be coordinated with other public and private resources;
 - e. A description of how the local entity will use the funds to support innovative community and neighborhood-based initiatives related to the purposes of this

- sub-title, which may include fatherhood initiatives and other initiatives with the goal of strengthening families and encouraging parenting;
 - f. A description of outcome measures to be used to report success in promoting self-sufficiency, family stability and community revitalization. These measures shall be identified in the Scope of Work section of the Contractor's Community Action Plan; and
 - g. A copy of the Contractor's eligibility procedures for CSBG related services;
8. Submit the Community Action Plan to HSD for approval no later than March 1st of each contract year unless HSD has granted the Contractor an extension of the due date. The Contractor shall implement the Community Action Plan approved by HSD; and
9. Provide CSBG services in the Contractor's designated service area. The Contractor's service area may be subject to change by HSD, if such change is in the best interest of the program recipients and is implemented according to all federal and state rules and regulations and based on significant demographic change.

EXHIBIT B
CSBG OUTCOME PLAN
DIRECT/PERFORMANCE MEASURES
ARRA FUNDS

1) AGENCY: **HELP New Mexico (Sandoval County ARRA)**

2) FEDERAL OBJECTIVES **GOAL 1: Low-income people become more self-sufficient**

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income individuals, are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	<p>NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:</p> <p>A. Unemployed and obtained a job.</p>	<p>Employment: Provide CSBG Employment Training and job placement services to 12 participants that will result in employment</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	NI 1.1 A: 9

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income individuals are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	<p>NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:</p> <p>A. Unemployed and obtained a job.</p>	<p>Employment: Provide CSBG Employment Training/ CRT placement services to 13 participants that will result in employment.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	NI 1.1 A: 9

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income individuals are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	<p>NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:</p> <p>A. Unemployed and obtained a job.</p>	<p>Employment: Provide specialized training to at least 15 participants on <i>PV solar panel installation</i> which will result in employment.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	NI 1.1 A: 11

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income individuals are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	<p>NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:</p> <p>C. Employed and obtained an increase in employment income and/or benefits</p>	<p>Employment: 12 participants placed in jobs <u>after employment training or other training</u> services who receive an increase in employment income.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	NI 1.1 C: 9

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income individuals are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	<p>NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:</p> <p>B. Employed and maintained a job for at least 90 days.</p>	<p>Employment: 15 participants placed in jobs after OJT, WE or other training services employed and maintained a job for at least 90 days</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Individuals	NI 1.1 B: 15

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income individuals often lack the resources to purchase goods and services necessary for completion of vocational training programs and other training programs.	<p>NI 1.2: The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following:</p> <p>A. <i>Obtained skills/competencies required for employment</i></p> <p>B. Completed ABE/GED and received certificate or diploma.</p> <p>C. Completed post-secondary education program and obtained certificate or diploma.</p>	<p>Education/ Employment: Provide vouchers for books; training materials; registration fees/tuition at community colleges; and adult education training related supportive services to 25 participants receiving diplomas and certificates that will result in employment.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	<p>Individuals</p> <p>Individuals</p> <p>Individuals</p>	<p>NI 1.2 A: 9</p> <p>NI 1.2 B: 5</p> <p>NI 1.2 C: 3</p>

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
<p><i>The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income families lack child care and transportation and other resources including purchasing goods and services in order to acquire and maintain employment and employment training</i></p>	<p>NI 1.2: The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following:</p> <p>E. <i>Obtained care for child or other dependant.</i></p>	<p>Linkages/ Employment: Provide 8 households training support and access to child care available through state and local agencies to participants</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Households	NI 1.2 E: 5

1) AGENCY: **HELP New Mexico (Sandoval County ARRA)**2) FEDERAL OBJECTIVES **GOAL 1: Low-income people become more self-sufficient**

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low-income people often lack the resources including purchasing goods and services necessary for their initial and continuing employment.	<p>NI 1.2: The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following:</p> <p>F. <i>Obtained access to reliable transportation and/or driver's license.</i></p>	<p>Employment:: Provide vouchers and resources for auto repair and transportation assistance to 8 participants who require it for employment.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	NI 1.2 F: 6

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low-income people often lack the resources to purchase goods and services necessary for their initial and continuing employment.	<p>NI 1.2: The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following:</p> <p>Additional: Obtained clothing, tools, licenses, and/or testing in support of employment stability.</p>	<p>Employment/TRSS: Provide vouchers and resources for work clothes; tools; fees for employment-related licenses; and medical tests, to 8 participants who require them for employment.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	<p>NI 1.2</p> <p>Additional: 6</p>

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 4: Partnerships Among supporters and providers of services to low-income people are achieved

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low-income people often lack the resources to purchase goods and services necessary for their initial and continuing employment. Low income people are unaware of the available resources in the area where they reside.	NI 4.1: The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	<p>Linkages: Maintain and develop formal, informal and financial relationships with 20 local businesses and service providers to refer, assist and serve participants in job search, job placement and job retention activities.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Partnerships	NI 4.1: 20

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low income families often need emergency assistance with food.	<p>NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as:</p> <p>A. Emergency Food</p>	<p>Emergency Services/Linkages: Provide 65 emergency vouchers, food stamp referrals, and referrals to other agencies to immediately remedy individuals in crisis.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	NI 6.2 A: 48

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low-income families often are in danger of eviction and having their utilities shut off because emergency and life events impact their vulnerable financial status.	NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as:	Emergency Services: Provide emergency vouchers for 64 individuals for fuel or utilities.	Individuals	NI 6.2 B: 48
	Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources.	Emergency Services: Provide emergency vouchers for 34 individuals for rent or mortgage assistance.	Individuals	NI 6.2 C: 25
	Emergency Rent or Mortgage Assistance	Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.		

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low-income families often need emergency medical care due to their vulnerable financial status.	NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as: F.Emergency Medical Care	Emergency Services/Linkages: Provide emergency medical care vouchers and referrals to 9 low-income individuals experiencing an emergency medical care. Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.	Individuals	NI 6.2 F: 7

1) AGENCY: HELP New Mexico (Sandoval County ARRA)

2) FEDERAL OBJECTIVES GOAL 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
The current state of the economy and the latest unemployment figures have proven that low income individuals are most likely to experience hardship in a weak economy, since they are most likely to quickly spend any new resources they receive and do not have reserves to hold them over. Low-income families often need emergency transportation assistance due to their vulnerable financial status.	<p>NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as:</p> <p>I. Emergency Transportation</p>	<p>Emergency Services/Linkages: Provide emergency transportation/ gasoline vouchers or referrals to 28 low-income individuals.</p> <p>Most of the funds are for direct program support to assist in job search, job retention and home retention. Additional non-CSBG funds are also used for client assistance. CSBG funds are leveraged.</p>	Individuals	NI 6.2 I: 21

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low income individuals, are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following: B. Unemployed and obtained a job.	Employment: Provide OJT job placement services to 6 participants. CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.	Individuals	NI 1.1 A: 4
STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low income individuals are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following: C. Unemployed and obtained a job.	Employment: Provide CSBG Employment Training and placement services to 10 participants that will result in employment. CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.	Individuals	NI 1.1 A: 7

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low income individuals are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	<p>NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:</p> <p>C. Employed and obtained an increase in employment income and/or benefits</p>	<p>Employment: 8 participants placed in jobs after OJT, WE or other training services who receive an increase in employment income.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Individuals	NI 1.1 C: 6

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low income individuals are often unemployed, receive low wages or are under-employed and lack the skills to find employment or jobs that provide higher pay and better benefits.	<p>NI 1.1: The number and percentage of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:</p> <p>C. Employed and maintained a job for at least 90 days.</p>	<p>Employment: 9 participants placed in jobs after OJT, WE or other training services employed and maintained a job for at least 90 days</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Individuals	NI 1.1 B: 9

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low income individuals often lack the resources to purchase goods and services necessary for completion of vocational training programs and other training programs.	NI 1.2: The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following: D. <i>Obtained skills/competencies required for employment</i>	Education/ Employment: Provide vouchers for books; training materials; registration fees/tuition at community colleges; and adult education training related supportive services to 16 participants receiving diplomas and certificates that will result in employment.	Individuals	NI 1.2 A: 6
	E. Completed ABE/GED and received certificate or diploma.	CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.	Individuals	NI 1.2B: 3
	F. Completed post-secondary education program and obtained certificate or diploma.		Individuals	NI 1.2C: 2
STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income people often lack the resources including purchasing goods and services necessary for their initial and continuing employment.	NI 1.2: The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following: F. <i>Obtained access to reliable transportation and/or driver's license.</i>	Employment:: Provide vouchers and resources to 5 participants to obtain access to reliable transportation and/or driver's license who require them for employment. CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.	Individuals	NI 1.2 F: 3

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income people often lack the resources to purchase goods and services necessary for their initial and continuing employment.	NI 1.2: The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action as measured by one or more of the following: Additional: Obtained clothing, tools, licenses, and/or testing in support of employment stability.	Employment/TRSS: Provide vouchers and resources for work clothes; tools; fees for employment-related licenses; and medical tests, to 4 participants who require them for employment. CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.	Individuals	NI 1.2 Additional: 3
STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income people often lack the resources to complete their annual Income Tax Forms in order to qualify for the earned income and childcare tax credits.	NI 1.3: The number of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following: A. Enhancement 1. Number of participants in tax preparation programs who <u>qualify</u> for any type of Federal or State tax credit and the aggregated dollar amount of credits.	Income Management: Assist 70 participants in preparing their federal and state income tax reports and inform them about tax credits. CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.	Individuals & Aggregated dollar amount of credits	NI 1.3 (A1): 40 \$14,000

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 1: Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Families lack the resources to complete applications for energy assistance.	<p>NI 1.3: The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:</p> <p>A. Enhancement-</p> <p>3. Number and. percentage of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.</p>	<p>Income Management: Assist 30 low income individuals complete applications for LIHEAP assistance.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Individuals & Aggregated Dollar Amount of savings	<p>NI 1.3 (A3): 20</p> <p>\$6,000</p>
STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Families lack financial literacy and skills to plan to improve their financial situation and increase their assets and resources.	<p>NI 1.3: The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:</p> <p>B. Utilization-</p> <p>1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days.</p> <p>2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account.</p>	<p>Income Management: Provide financial literacy, budget management training and opportunities to 2 low-income families through the Individual Development Asset (IDA) program to secure assets for the purchase of a home, education, or small business.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Households	<p>NI 1.3 (B1): 1</p> <p>NI 1.3 (B2): 1</p>

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES **GOAL 1:** Low-income people become more self-sufficient

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Lack of funding to increase educational and training opportunities for low income people is a barrier to their self-sufficiency.	<p>NI 2.1: Increase in, or <i>safeguarding</i> of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/ initiatives or advocacy with other public and private agencies, as measured by one or more of the following:</p> <p>I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education.</p>	<p>Employment: Develop at least one initiative to advocate for Low Income participants.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Initiatives	<p>NI 2.1 I</p> <p>1/Initiative</p> <p>1/Program</p>

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 2: The conditions in which low-income people live are improved

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income people often do not participate in community activities.	<p>NI 2.2: The quality of life and assets in low-income neighborhoods are improved by community action initiative or advocacy, as measured by one or more of the following:</p> <p>E. Increase in or preservation of neighborhood quality-of-life resources;</p>	<p>Linkages: Conduct at least one community needs assessment in at least one community and get the community involved in support of activities needed in order to promote their own well being in accordance with the result of the community assessment.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Needs Assessment	<p>NI 2.2 E</p> <p>1/Initiative</p> <p>1/Community</p>

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 4: Partnerships Among supporters and providers of services to low-income people are achieved

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low income people are unaware of the available resources in the area where they reside.	NI 4.1: The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	<p>Linkages: Maintain and develop formal, informal and financial relationships with 20 local businesses and service providers to refer, assist and serve participants in job search, job placement and job retention activities.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Partnerships	NI 4.1: 20

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Senior citizens and individuals with disabilities who have a fixed income require supportive services in order to live independently.	<p>NI 6.1: The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:</p> <p>B. Senior Citizens</p> <p>B. Individuals with Disabilities</p>	<p>Linkages: Provide information and access to 40 senior participants and/or individuals with disabilities to Agency on Aging employment, medication, and other support services.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Individuals	<p>NI 6.1 A: 30</p> <p>NI 6.1 B: 15</p>
STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME

<p>Low income families often need emergency assistance with food.</p>	<p>NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as:</p> <p>A. Emergency Food</p>	<p>Emergency Services/Linkages: Provide 45 emergency vouchers, food stamp referrals, and referrals to other agencies to immediately remedy individuals in crisis.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	<p>Individuals</p>	<p>NI 6.2 A: 33</p>
---	--	--	--------------------	---------------------

1) AGENCY: **HELP New Mexico (Sandoval County-Regular)**

2) **FEDERAL OBJECTIVES GOAL 6:** Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income families often are in danger of eviction and having their utilities shut off because emergency and life events impact their vulnerable financial status.	NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as:	Emergency Services: Provide emergency vouchers for 40 individuals for fuel or utilities.	Individuals	NI 6.2 B: 30
	Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources.	Emergency Services: Provide emergency vouchers for 20 individuals for rent or mortgage assistance.	Individuals	NI 6.2 C: 15
	Emergency Rent or Mortgage Assistance	CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.		

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income families often need emergency medical care due to their vulnerable financial status.	NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as: F.Emergency Medical Care	Emergency Services/Linkages: Provide emergency medical care vouchers and referrals to 3 low-income individuals experiencing an emergency medical care. CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.	Individuals	NI 6.2 F: 2

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES GOAL 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income families often have domestic violence issues that make it necessary for families to seek emergency food, shelter, and legal assistance.	<p>NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as:</p> <p>G. Emergency Protection Against Violence</p> <p>H. Emergency Legal Assistance</p>	<p>Emergency Services/Linkages: Provide emergency shelter vouchers referrals to Coalition Against Domestic Violence and referrals to legal assistance programs for 8 low-income individuals experiencing a domestic violence crisis.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	<p>Individuals</p> <p>Individuals</p>	<p>NI 6.2 G: 4</p> <p>NI 6.2 H: 4</p>

1) AGENCY: HELP New Mexico (Sandoval County-Regular)

2) FEDERAL OBJECTIVES **GOAL 6:** Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems

STATEMENT OF THE PROBLEM	DIRECT MEASURE FROM NATIONAL INDICATOR	PROGRAM SERVICE / OBJECTIVE	TYPE OF UNIT	# EXPECTED TO ACHIEVE OUTCOME
Low-income families often need emergency transportation assistance due to their vulnerable financial status.	<p>NI 6.2: The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided including such services as:</p> <p>J. Emergency Transportation</p>	<p>Emergency Services/Linkages: Provide emergency transportation/ gasoline vouchers or referrals to 15 low-income individuals.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program and for direct care and support. Additional non-CSBG funds are also used for client assistance.</p>	Individuals	NI 6.2 I: 11
Low income families often do not have the resources to access developmental and enrichment programs.	<p>NI 6.3: Child and Family Development: The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one</u> or more of the following:</p> <p>A. Infants and Children 2. Infant and child health and physical development are improved as a result of adequate nutrition.</p>	<p>Nutrition/Education: Integrate services with Child and Adult Care Food Program (CACFP) to provide nutritional support for children.</p> <p>CSBG funds are leveraged. Funds are used for administrative cost to operate the program.</p>	Children	NI 6.3 (A2): 28

EXHIBIT C
CSBG Sandoval County

LINE ITEM BUDGET

HELP - NEW MEXICO, INC.

FOR THE PERIOD OF OCTOBER 1, 2009-SEPTEMBER 30, 2010

Line Item	Line Item Description	FY 2010 BUDGET
520300	CLASSIFIED PERMANENT POSITIONS - FT	\$ 50,128
520400	CLASSIFIED PERMANENT POSITIONS - PT	\$ -
520500	TEMPORARY POSITIONS - FT& PT	\$ -
	PERSONNEL SERVICES TOTAL	\$ 50,128
521100	GROUP INSURANCE PREMIUM	\$ 3,508
521200	RETIREMENT CONTRIBUTIONS	\$ 3,008
521300	F.I.C.A.	\$ 3,835
521400	WORKER'S COMPENSATION	\$ 983
521500	UNEMPLOYMENT COMPENSATION PREMIUM	\$ 2,506
521600	EMPLOYEE LIABILITY INSURANCE PREMIUM	\$ 860
521900	OTHER EMPLOYEE BENEFITS	\$ -
	EMPLOYEE BENEFITS TOTAL	\$ 14,700
535200	PROFESSIONAL SERVICES	\$ -
535300	OTHER SERVICES	\$ 1,000
535400	AUDIT SERVICES	\$ 300
535600	INFORMATION TECHNOLOGY SERVICES	\$ 3,200
	CONTRACTUAL SERVICES TOTAL	\$ 4,500
542100	EMPLOYEE IN-STATE MILEAGE & FARES	\$ 2,000
542200	EMPLOYEE IN-STATE MEALS & LODGING	\$ 1,020
542300	BOARD & COMMISSION MEMBER IN-STATE TRAVEL	\$ 1,080
542500	TRANSPORTATION - FUEL & OIL	\$ 300
542600	TRANSPORTATION - NON-TAXABLE - PARTS & SUPPLIES, TAXABLE - MAINTENANCE & REPAIR SERVICES	\$ 300
542700	TRANSPORTATION - TRANSPORTATION INSURANCE	\$ 300
542900	OTHER TRAVEL	\$ -
	TRAVEL AND TRANSPORTATION TOTAL	\$ 5,000
543100	MAINTENANCE - GROUND & ROADWAYS	\$ -
543200	MAINTENANCE - FURNITURE FIXTURES & EQUIPMENT	\$ -
543300	MAINTENANCE - BUILDING & STRUCTURES	\$ -
543400	MAINTENANCE - PROPERTY INSURANCE	\$ 200
543500	MAINTENANCE - MAINTENANCE SUPPLIES	\$ -
543700	MAINTENANCE - MAINTENANCE SERVICES	\$ -
543800	INFORMATION TECHNOLOGY MAINTENANCE	\$ -

543900	OTHER MAINTENANCE	\$ -
	MAINTENANCE & REPAIRS TOTAL	\$ 200
544000	SUPPLIES - INVENTORY EXEMPT INFORMATION TECHNOLOGY	\$ -
544100	SUPPLIES - OFFICE SUPPLIES	\$ 1,836
544400	SUPPLIES - FIELD SUPPLIES	\$ -
544800	SUPPLIES - EDUCATION & RECREATIONAL SUPPLIES	\$ -
544900	SUPPLIES - INVENTORY EXEMPT	\$ 4,000
	SUPPLIES TOTAL	\$ 5,836
545600	REPORTING & RECORDS	\$ -
545900	PRINTING & PHOTOGRAPHIC SERVICE	\$ -
546100	POSTAGE & MAIL SERVICE	\$ 504
546200	BOND PREMIUMS	\$ -
546300	UTILITIES	\$ 3,000
546400	RENT OF LAND OR BUILDINGS	\$ 6,000
546500	RENT OF EQUIPMENT	\$ 2,400
546600	COMMUNICATIONS	\$ 3,600
546700	SUBSCRIPTIONS & DUES	\$ -
546800	EMPLOYEE TRAINING & EDUCATION	\$ -
546900	ADVERTISING	\$ 300
	CONTRACTUAL SVCS TOTAL	\$ 15,804
547300	CARE & SUPPORT	\$ 58,706
547900	MISCELLANEOUS EXPENSE	\$ -
	OTHER OPERATING COST TOTAL	\$ 58,706
548200	FURNITURE & FIXTURES	\$ -
548300	INFORMATION TECHNOLOGY EQUIPMENT	\$ -
548400	OTHER EQUIPMENT	\$ -
548800	AUTOMOTIVE AND AIRCRAFT	\$ -
	CAPITAL OUTLAY TOTAL	\$ -
549600	EMPLOYEE OUT OF STATE MILEAGE & FARES	\$ 500
549700	EMPLOYEE OUT OF STATE MEALS & LODGING	\$ 1,000
549800	BOARD MEMBER - OUT-OF-STATE MILEAGE & FARES	\$ -
549900	BOARD MEMBER - OUT-OF-STATE MEALS & LODGING	\$ -
	OUT OF STATE TOTAL	\$ 1,500
555100	OTHER FINANCING USES (15% Adm. Indirect Cost)	\$ 10,427
	OTHER FINANCING USES TOTAL	\$ 10,427
	GRAND TOTAL	\$ 166,801

544100	SUPPLIES - OFFICE SUPPLIES	\$	2,774
544400	SUPPLIES - FIELD SUPPLIES	\$	-
544800	SUPPLIES - EDUCATION & RECREATIONAL SUPPLIES	\$	-
544900	SUPPLIES - INVENTORY EXEMPT	\$	3,000
	SUPPLIES TOTAL	\$	5,774
545600	REPORTING & RECORDS	\$	-
545900	PRINTING & PHOTOGRAPHIC SERVICE	\$	-
546100	POSTAGE & MAIL SERVICE	\$	1,008
546200	BOND PREMIUMS	\$	-
546300	UTILITIES	\$	900
546400	RENT OF LAND OR BUILDINGS	\$	1,800
546500	RENT OF EQUIPMENT	\$	720
546600	COMMUNICATIONS	\$	1,080
546700	SUBSCRIPTIONS & DUES	\$	-
546800	EMPLOYEE TRAINING & EDUCATION	\$	-
546900	ADVERTISING	\$	500
	CONTRACTUAL SVCS TOTAL	\$	6,008
547300	CARE & SUPPORT	\$	194,009
547900	MISCELLANEOUS EXPENSE	\$	-
	OTHER OPERATING COST TOTAL	\$	194,009
548200	FURNITURE & FIXTURES	\$	-
548300	INFORMATION TECHNOLOGY EQUIPMENT	\$	-
548400	OTHER EQUIPMENT	\$	-
548800	AUTOMOTIVE AND AIRCRAFT	\$	-
	CAPITAL OUTLAY TOTAL	\$	-
549600	EMPLOYEE OUT OF STATE MILEAGE & FARES	\$	-
549700	EMPLOYEE OUT OF STATE MEALS & LODGING	\$	-
549800	BOARD MEMBER - OUT-OF-STATE MILEAGE & FARES	\$	-
549900	BOARD MEMBER - OUT-OF-STATE MEALS & LODGING	\$	-
	OUT OF STATE TOTAL	\$	-
555100	OTHER FINANCING USES (15% Adm. Indirect Cost)	\$	8,026
	OTHER FINANCING USES TOTAL	\$	8,026
	GRAND TOTAL	\$	273,033

EXHIBIT D

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5