



LOWER RIO GRANDE
Public Water Works Authority
PO Box 2646 Anthony, New Mexico 88021 (575) 233-5742

Teleconference Meeting

Page 1 of 1

Date: December 16, 2021

Time: 9:30 a.m.

Places: Online Zoom meeting

Event: Special Board Mtg

Name	Company Name	Contact Information Phone Number	Email Address
Martin Lopez	LRG- General Manager	575-233-5742 Ext1004	
Karen Nichols	LRG- Projects Manager	575-233-5742 Ext1018	
Patricia Charles	LRG- Projects Specialist	575-233-5742 Ext1021	
Kathi Jackson	LRG- Finance Manager	575-233-5742 Ext1005	
John Schroder	LRG- Accounting Assistant	575-233-5742 Ext1006	
Paul Smith	LRG- Board Director	505-710-4671	
Esperanza Holguin	LRG- Board Chair	575-644-9543	
Furman Smith	LRG- Board Vice Chair	575-382-5982	
Henry Magallanez	LRG- Board Director	575-525-9683	

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Draft Minutes—Special BOARD OF DIRECTORS MEETING
9:30 a.m. Wednesday, December 16, 2021 ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html

- I. **Call to Order, Roll Call to Establish Quorum:** Mr. P. Smith representing District #1 was present, District #2 is Vacant, Mr. Evaro representing District #3 was absent, Mrs. Holguin representing District #4 was present, Mr. Magallanez representing District # 5 was present, Mrs. Juarez representing District #6 was absent, Mr. F. Smith representing District was present. Staff present were General Manager- Martin Lopez, Projects Manager- Karen Nichols, Projects Specialist Patricia Charles, Finance Manager- Kathi Jackson, Accounting Assistant- John Schroder.
- II. **Pledge of Allegiance** - postponed due to online meeting
- III. **Motion to approve Agenda** – Mr. P Smith made the motion to approve the agenda. Mr. F Smith seconded the motion, the motion passed with all in favor.
- IV. **New Business** -
 - A. **Motion to approve a Memorandum of Understanding with the State of New Mexico Human Services Department to participate in the NEW MEXICO LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM and authorize the General Manager as signatory for the MOU** – Mr. F Smith made the motion to approve the MOU for the NM Human Services Dept to participate in the NM Low Income Household Water Assist. Program and authorize the General Manager as signatory for the MOU. Mr. P Smith seconded the motion, the motion passed with all in favor.
- V. **Motion to Adjourn** – Mr. F Smith made the motion to adjourn the Special Board Meeting at 9:33 am. Mr. P Smith seconded the motion the motion passed with all in favor.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—Special BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, December 16, 2021 ONLINE VIA ZOOM

Contact us at 575-233-5742 or board@LRGauthority.org for information, assistance, online meeting link, or to subscribe to email board meeting reminders. Email the board address or dial extension 1021 or 1018 and leave a message if requesting phone or log-in information for online meetings. Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office or at www.LRGauthority.org/noticesavisos.html

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. P. Smith) __, #2 (Vacant) __, #3 (Mr. Evaro) __, #4 (Mrs. Holguin) __, # 5 (Mr. Magallanez) __, District #6 (Mrs. Juarez) __, #7 (Mr. F. Smith) __
- II. Pledge of Allegiance - postponed due to online meeting
- III. Motion to approve Agenda
- IV. New Business
 - A. Motion to approve a Memorandum of Understanding with the State of New Mexico Human Services Department to participate in the NEW MEXICO LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM and authorize the General Manager as signatory for the MOU.
- V. Motion to Adjourn

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aide or service to attend or participate in the hearing or meeting, please contact the LRGPWWA office at 575-233-5742, PO Box 2646, Anthony NM 88021 OR 215 Bryant St., Mesquite NM at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the LRGPWWA office if a summary or other type of accessible format is needed.

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de signos o cualquier otra forma de ayudante auxiliar o servicio para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de LRGPWWA, 575-233-5742, PO Box 2646, Anthony, NM 88021 o 215 Bryant St., Mesquite, NM por lo menos una semana antes de la reunión o tan pronto como sea posible. Documentos públicos, incluyendo el orden del día y actas, pueden proporcionarse en diferentes formatos accesibles. Póngase en contacto con la oficina LRGPWWA si es necesario un resumen u otro tipo de formato accesible.

**MEMORANDUM OF AGREEMENT
NEW MEXICO LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM
(LIHWAP)**

This Memorandum of Agreement is made and entered into by and between the State of New Mexico, Human Services Department, hereinafter referred to as the “HSD” and Lower Rio Grande Public Water Works Authority, hereinafter referred to as “Vendor” and collectively referred to as the “Parties”.

WHEREAS:

The federal government established the Low-Income Household Water Assistance Program through funding allotted in Public Law No: 116-120 to support grants to assist low-income households that pay a high proportion in household income for drinking water and wastewater services. In accordance with New Mexico State Statute, the HSD is the single state agency in New Mexico that administers LIHWAP; and

The Parties agree that the purpose of this MOA is to establish the Vendor as a designated authorized LIHWAP Vendor thereby allowing the Vendor to receive benefits on behalf of eligible household customers and authorizing the Vendor to perform services pursuant to LIHWAP.

THEREFORE, IT IS AGREED THAT:

I. TERM OF AGREEMENT: This MOA becomes effective upon execution by the Parties and will be in effect until terminated in accordance with the termination provisions herein.

II. RESPONSIBILITIES OF VENDOR:

1. Establish the ability to accept payments from the HSD on behalf of eligible clients via Electronic Funds Transfer (EFT) to a bank account. Vendor shall not use LIHWAP funds for any purposes other than as described in this MOA.
2. Use the Secure Transport Server (STS), as required by the HSD, to administer LIHWAP business, including but not limited to:
 - a) Provide home consumption and expenditure data.
 - b) Verify LIHWAP payments.
 - c) Submit corrections or rejections of LIHWAP payments.
 - d) Access pay files for those Vendors that receive LIHWAP payments via EFT.
3. Implement and maintain the STS security policies by:
 - a) Limiting access to authorized personnel only.
 - b) Ensuring that the provided ID and secure password are used.
 - c) Ensuring all contact information associated with each Vendor is current
 - d) Changing secure passwords immediately upon termination of authorized personnel.
4. Report all approvals and exceptions of customer accounts via the STS daily.

5. Review verification reports daily to either accept or reject LIHWAP payments. The Vendor will verify that the account number, name, and address on the report match the Vendor's account information. Vendor shall correct such information, as necessary, and submit the corrected information via the STS.
6. Accept payments to pay household drinking water and wastewater costs on behalf of eligible LIHWAP recipients.
7. Ensure that the account will be credited to the household for which the benefit is issued within five (5) business days of receipt of payment using the warrant or EFT date as the LIHWAP payment date.
8. Continue current service, and/or suspend an impending termination of utility service, as applicable, of a customer, within eight (8) hours of receiving confirmation of the benefit amount from the HSD. If the eligible LIHWAP customer's service is disconnected, services will be reconnected based on the LIHWAP customer's choice of same day service or next day service and acceptance of approved fees by the New Mexico Public Relations Commission. If the eligible LIHWAP customer's minimum payment required by the Vendor is greater than the eligible LIHWAP household customer's benefit amount, the Vendor shall provide an opportunity for the customer to negotiate payment of the remaining balance prior to initiating any collection process.
9. Refer the LIHWAP customer, when possible, to other local community resources for possible additional assistance.
10. Apply LIHWAP benefits issued on behalf of eligible LIHWAP households to those customers' accounts, and when a credit balance results on a particular account, ensure that the credit balance remains on the account until used by the customer. In instances of disconnections and arrearage balances, LIHWAP funds can only be used to pay the balance owed including the reconnection fees. A credit balance is not allowed and those funds over the balance owed must be returned to HSD following #14. The credit balance is only allowed for customers that have account with no past due balance.
11. Ensure that eligible LIHWAP household customers are not treated differently than other customer households. The Vendor shall not charge higher prices for goods or services provided to eligible LIHWAP household customers under this MOA, impose additional charges or surcharges which result from processing benefits received on behalf of eligible LIHWAP household customers or delays resulting thereof, or establish more difficult or complicated billing or payment procedures for LIHWAP household customers than are applied to households not receiving a LIHWAP benefit. The Vendor shall only charge the LIHWAP eligible household customer, in the normal billing process, the difference between the actual cost of the household drinking water, wastewater, and related services and the amount of benefit issued on behalf of eligible LIHWAP household customers.
12. Collaborate with HSD to ensure LIHWAP payments are appropriately applied to accounts and used for LIHWAP services as designated by HSD and notify the HSD if a LIHWAP eligible household customer appears to be receiving multiple benefits. Vendor shall notify HSD when the Vendor is aware of any potentially fraudulent activity.
13. Collaborate with HSD to ensure continuation or reconnection of service to households determined eligible for LIHWAP benefits, in a timely manner.

14. Make reimbursement to the HSD for benefits that cannot be credited to the applicable LIHWAP eligible household customer within thirty (30) business days. However, the Vendor shall not be required to make reimbursement to the HSD for any benefits issued to a LIHWAP household customer's account where the head of household has died, and for which payment is due for energy consumed prior to the death of that head of household.
15. Make reimbursement to the HSD within thirty (30) business days upon notification from the HSD of benefits issued in error on behalf of an eligible client.
16. Transfer a benefit to another LIHWAP account that is managed by the Vendor, within five (5) days of notification by the HSD, within the federal fiscal year in which those benefits were issued, that it has determined that a benefit was sent to the Vendor in error or applied in error to an incorrect account.
17. Make no attempt to recover the value of funds for which the Vendor is not able to obtain reimbursement due to the Vendor's actions or omissions, from the LIHWAP eligible household customer.
18. Not charge the HSD interest or service charges with respect to LIHWAP benefits issued on behalf of eligible LIHWAP household customers.
19. Comply with all federal and state rules and regulations governing LIHWAP, including but not limited to the New Mexico Administrative Code.
20. Regulated water vendors will carry out the relevant provisions of the New Mexico Regulation Commission (NMPRC) 17.12.760.10 NMAC, as well as any other applicable regulations and/or statutes, as amended from time to time, regarding the conditions under which service may or may not be terminated for non-payment of bills. Wastewater vendors will carry out the relevant provisions of NMPSC Rule 960, as well as any other applicable regulations and/or statutes, as amended from time to time. Under certain conditions, LIHWAP eligible household customers that are considered delinquent under the terms of the rules and regulations may be given the opportunity to make an agreement with the vendor for payment of past due amounts in installments.
21. Comply with those provisions of the county, city, village or town rules, statutes, or regulations setting forth the conditions under which service may or may not be terminated for non-payment of bills, in the case of unregulated water and wastewater vendors. In carrying out the relevant provisions of applicable regulations, LIHWAP eligible household customers should be given an opportunity to make an agreement with the vendor for payment in installments of past due amounts or any balance due which exceeds the amount of benefit issued on behalf of eligible LIHWAP household customers by the HSD.
22. Comply with modifications or amendments to the HSD rules, policies, procedures and forms as may periodically be issued by the HSD. If unable to comply, Vendor shall provide a 30-day notice to the HSD of intent to terminate this MOA.
23. Work with the HSD when information is requested, and/or mandated, by the U.S. Department of Health and Human Services or when HSD reasonably requests information related to performance of this MOA.

24. Provide, at no cost to HSD or the household, the data requested below by or on behalf of HSD:

- a) Provide written information to the Agency on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household.
- b) Provide the itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
- c) Provide the type of water assistance used by household, i.e., drinking water, wastewater etc. • Identify the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
- d) Notify HSD of any household situation that threatens life, health, or safety.

Vendor shall provide this data within five (5) business days of a request by HSD.

25. To the extent that it is required under federal or New Mexico law, and upon reasonable written notice, to allow federal, state or outside auditors and/or investigators access to such records as the Vendor may have and that the HSD determines are reasonably needed to monitor and review the Vendor's compliance with the conditions and provisions of this MOA, and to cooperate in the conducting of such audit or investigation. Notwithstanding the above, in no event shall the Vendor be required to provide access to proprietary or critical energy infrastructure information, or to non-public information for customers not enrolled in the LIHWAP program.

26. Maintain those records determined by the Vendor to be related to LIHWAP for a minimum of seven (7) calendar years or until audit issues are resolved, whichever is later, if in such case, Vendor is provided with reasonable notice that certain records will need to be retained beyond the seven (7) year period to facilitate full resolution of audit issues.

27. Upon reasonable written notice from the HSD, and subject to the record-retention provisions appearing in Paragraph 26 of this MOA, to cooperate in good faith with the HSD to the best of the Vendor's ability when information is requested and/or mandated by the United States Department of Health and Human Services.

28. Agrees to abide by all federal and state laws, 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 state laws, rules and regulations, and executive orders, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, citizenship, political affiliation or belief, sex, sexual orientation, gender identity, spousal affiliation, age or disability, be excluded from participation in, denied the benefits of, be subjected to discrimination under, or denied employment in, the administration of or in connection with any program or activity performed under this MOA. If the Vendor is found to not be in compliance with this requirement during the term of this MOA, the Vendor agrees to take appropriate steps to correct the deficiency.

29. Accepts responsibility for compliance with applicable laws, regulations, and administrative rules that govern the Vendor's performance of this MOA, including but not limited to, applicable State and Federal

tax laws, State and Federal employment laws, State and Federal regulatory requirements and licensing provisions.

III. RESPONSIBILITIES OF HSD:

1. Determine applicant eligibility.
2. Establish the Vendor as a designated authorized Vendor working with the HSD LIHEAP department.
3. Utilize HSD's STS to issue a LIHWAP Verification Report informing the Vendor of approved clients for LIHWAP payment to be issued on their behalf for their heating and cooling costs.
4. Provide the Vendor with information about the STS, allowing them access to eligibility and benefit data as necessary for the performance of this MOA. HSD will also provide necessary and/or ongoing training regarding the STS and will assist Vendor with password resets and system issues.
5. Ensure payments on behalf of eligible LIHWAP household customers to the Vendor in the form of an HSD Warrant issuance or through Electronic Fund Transfer.
6. Maintain recipient written authorizations for exchange of private data between the HSD and the Vendor.
7. Provide reasonable advance written notice no less than thirty (30) business days of a planned audit of the Vendor's records and a listing of those records required for review during the audit.
8. Notify the Vendor within 90 days once an over issuance has been identified when the HSD has determined that excess or erroneous benefits have been issued for which the department is requesting reimbursement, refund, or transfer from the Vendor.
9. Use the client energy usage and expenditure data supplied by the Vendor for purposes related to client referrals, LIHWAP program research and evaluation, and meeting state and federal reporting requirements.

IV. PERSONALLY IDENTIFIABLE INFORMATION (PII): "PII" is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify, contact, or locate a single person, or to identify an individual in context. Parties will be exchanging information which is categorized as PII and will abide by the following items as it relates to PII.

1. Comply, and assume responsibility for compliance by, its employees and its subcontractors, with all federal and state rules and regulations governing PII. It is incumbent upon the Parties to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. §552a, specifically 5 U.S.C. §552a(i)(1), providing that any officer or employee of an entity, who by virtue of his/her employment or official position, has possession of or access to PII, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000

2. Agrees that any PII made available pursuant to this MOA shall be used only for the purpose of carrying out the provisions of this MOA.
3. Agrees that all PII will be accounted for upon receipt and properly stored before, during and after processing, and all related output will be given the same level of protection as required for the source material.
4. Certifies that upon termination of this MOA, the data processed during the performance of this MOA will be completely purged from all data storage components of his or her computer facility, except as provided for in section II paragraph 26 or otherwise agreed to by the Parties.
5. Report all incidents resulting in the wrongful disclosure of PII to the other Party promptly upon their discovery, but no later than one (30) calendar days after such determination of such disclosure has been made. At the expense of the Party of the wrongful disclosure, shall notify all individuals potentially affected by such disclosure. The wrongful Party shall implement a corrective action plan to provide any necessary safeguards to prevent any future security or privacy threats at the wrong Party's expense.
6. Comply with the Federal Information Security Management Act of 2002 (FISMA) and the New Mexico Administrative Code (NMAC) 1.12.20, "INFORMATION SECURITY OPERATION MANAGEMENT", as it applies to all data provided under this agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties, in performing the duties under this agreement. In the administration of this program, the Vendor and the HSD have access to a protected data base containing private information on individuals protected under FISMA.
7. Comply, and ensure that all employees, subcontractors, consultants, and agents performing services under this MOA comply, with the Federal Information Security Management Act of 2002, as amended and 1.12.20 NMAC, as amended (The "Information Security Operation Management" provision).

V. COMPENSATION: This is a mutually beneficial, reciprocal agreement between the Parties, incurring similar expense. Any costs involved will be borne by each party incurring the expense. While Federal LIHEAP transfers will be sent to the Vendor for qualifying credits under this MOA, no departmental funds shall be exchanged through this MOA.

VI. TERMINATION: Either party to this MOA may terminate it at any time, with or without cause, upon written notice delivered to the other party not less than thirty (30) days prior to the intended termination date. The notice of termination shall specifically identify the effective date of termination. Notwithstanding the above, any abuse of the data received from either party by the other including, but not limited to, its unauthorized use or unauthorized disclosure or unsecured storage shall constitute a default under this MOA on the part of the party misusing the information. Any failure by either party to comply with any term of this MOA shall constitute a default, thus resulting in an immediate termination of this MOA. Either Party shall have the right to terminate this MOA if the other Party fails to comply with all such requirements.

VII. LIABILITY: This MOA shall be binding on the Parties, their agents and subcontractors, and the provisions hereof shall be included in any subcontract executed by them. Each party is solely liable for fiscal or other sanctions, penalties, or fines resulting from noncompliance, violation, or alleged violation of its responsibilities under this MOA. Each party shall be solely liable for its own acts or failure to act in

accordance with this MOA and shall be solely responsible for the actions of its own officers, agents and employees. The liability of the HSD is further limited by the New Mexico Tort Claims Act.

VIII. AMENDMENT AND CHANGE OF LAW: This MOA shall not be amended other than by an instrument in writing executed by the Parties hereto, to accommodate changes in state or federal law. Upon enactment of a change in the law affecting either party's performance under this MOA, this MOA shall be deemed automatically modified to give effect to the change in law insofar as practicable. If, however, within 30 days after the effective date of the change in law, a party notifies the other that it objects to such automatic amendment, this MOA shall not be deemed automatically amended, and the Parties shall negotiate the effect the change in law will have on the continuation of this MOA. The notice of objection shall set forth the reasons the party believes the automatic amendment should not take place.

IX. GOVERNING LAW: The laws of the State of New Mexico will govern any disputes arising from this MOA.

X. SOLE AGREEMENT: This MOA supersedes all previous offers, negotiations and agreements or understandings between the two parties as to the subject matter of this MOA.

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

XII. CONTACT INFORMATION:

Stephanie Valdez, LIWAP Coordinator
Work and Family Support Bureau
NM Human Services Department/Income Support Division
PO Box 2348
Santa Fe, NM 87505-2348
Phone: 505-709-5747
stephanie.valdez1@state.nm.us

Martin Lopez, General Manager
Lower Rio Grande Public water Works Authority
PO Box 2646
Anthony, NM 88021
Phone: 575-233-5742 ext. 1004
Martin.lopez@lrgauthority.org

XIII. SIGNATURES:

Lower Rio Grande Public Water Works Authority:			
Authorized Vendor Representative:			
_____	_____	_____	_____
Print Name	Title	Signature	Date
HUMAN SERVICES DEPARTMENT:			
HSD Cabinet Secretary:			
_____	_____	_____	_____
Print Name	Title	Signature	Date
HSD Office General Counsel (Approved As To Form And Legal Sufficiency By):			
_____	_____	_____	_____
Print Name	Title	Signature	Date

1. If Vendor is other than a natural person, the individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor and that no further action, resolution, or approval from Vendor is necessary to enter into a binding agreement.
2. The Vendor, by signing the signature page of this MOA, certifies that the Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation, under federal assistance programs.

Certificate Of Completion

Envelope Id: 0B3A4336CFD54F5E96A931ABDC80F7F0

Status: Sent

Subject: HSD DocuSign: fy22 Lower Rio Grande Public Water Works Authority LIHWAP MOA.docx

Source Envelope:

Document Pages: 8

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Andrew Romero

AutoNav: Enabled

AndrewM.Romero@state.nm.us

Envelopeld Stamping: Enabled

IP Address: 75.161.17.187

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Andrew Romero

Location: DocuSign

12/3/2021 8:31:54 AM

AndrewM.Romero@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: State of New Mexico

Location: DocuSign

Signer Events**Signature****Timestamp**

Martin Lopez

Sent: 12/3/2021 8:34:48 AM

Martin.lopez@lrgauthority.org

Viewed: 12/7/2021 7:42:51 AM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 12/7/2021 7:42:51 AM

ID: a86fdcab-a3b4-4fc9-be1f-294bb3416f41

Paul Ritzma

Paul.Ritzma@state.nm.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/29/2020 9:03:58 AM

ID: 4ef3a1e2-d7fd-4230-bd97-b1c44c918c95

Deputy Secretary Medrano

angela.medrano@state.nm.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/23/2020 1:08:35 PM

ID: 771d4e14-eaf3-46db-b110-578482afe74f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

HSD OOS

Signing Group: HSD OOS

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Allen Thompson Allen.Thompson@state.nm.us Contracts Manager State of New Mexico, HSD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/17/2020 4:28:54 PM ID: 4a6acbe5-5608-4534-ae8b-316be671f98d	COPIED	Sent: 12/3/2021 8:34:47 AM Viewed: 12/3/2021 8:47:51 AM
Gary Chavez GaryO.Chavez@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/22/2020 2:14:17 PM ID: 8c70484c-39d2-410e-8b0f-998c965ad02f	COPIED	Sent: 12/3/2021 8:34:48 AM
Stephanie Valdez, LIHEAP Coordinator Stephanie.valdez1@state.nm.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/2/2021 8:14:11 AM ID: d9df069b-0787-4199-bf5b-f0a485f59d7f		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/3/2021 8:34:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico Department of Information Technology (DoIT), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for DoIT's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by DoIT. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want DoIT to send you paper copies of any such documents from DoIT's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from DoIT by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from DoIT electronically, you may at any time change your mind and inform DoIT you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform DoIT of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which DoIT will be able to complete certain steps in specific transactions and deliver paper copies to you. DoIT will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until DoIT receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform DoIT otherwise according to these procedures, DoIT will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, DoIT prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to DoIT. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform DoIT according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact DoIT:

You may inform DoIT of any changes you select regarding SONM's electronic communications with you, to request paper copies of certain information from DoIT, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to DoIT at: esig.withdraw@state.nm.us

G. To advise DoIT of your new email address

To inform DoIT of a change in the email address to which DoIT sends you notices and disclosures electronically, you must send an email to DoIT at esig.change@state.nm.us and in the body of such request you must include your previous and new email addresses.

If you have already created a SONM DocuSign account, you may update your new email address and other preferences within the DocuSign system by updating your SONM DocuSign account preferences.

H. To request paper copies from DoIT

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or DoIT have previously provided to you, you must send an email to DoIT at esig.copy@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. DoIT will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with DoIT

To inform DoIT that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send DoIT an email to esig.withdraw@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or DoIT exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify DoIT as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DoIT during the course of your electronic signature relationship with SONM.