

HUMAN SERVICES DEPARTMENT
STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT

This **Governmental Services Agreement (GSA)** is made and entered into by and between the State of New Mexico, **Human Services Department** (hereinafter referred to as "HSD") and **New Mexico Children, Youth and Families Department-Parent-Child Education Program** (hereinafter referred to as the "Contractor") and is effective as of the date set forth below upon which it is executed by the Contractor and HSD.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The purpose of this agreement is to establish the terms, conditions, requirements, standards, service, delivery areas, and procedures whereby the Contractor will provide services for the Parent-Child Education Program as detailed in Exhibit A, Scope of Work, attached to this GSA, and incorporated in this GSA by reference.

2. Compensation.

A. The total amount payable to the Contractor under this GSA, including gross receipts tax and expenses, shall not exceed Twenty Thousand dollars (\$20,000.00). This amount is a maximum and not a guarantee that the work assigned to Contractor under this GSA to be performed shall equal the amount stated herein.

B. 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 Paragraph 1, Scope of Work, and to approval by the HSD. 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, 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 GSA shall be effective July 01, 2009 and shall terminate on June 30, 2010, unless amended, extended, or terminated pursuant to the terms of this GSA.

4. Termination.

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

B. Termination Management.

Immediately upon receipt by either HSD or the Contractor of notice of termination of this GSA, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this GSA without written approval of HSD; 2) comply with all directives issued by HSD in the notice of termination as to the performance of work under this GSA; 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 GSA. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of HSD upon termination and shall be submitted to HSD as soon as practicable.

5. Appropriations.

The terms of this GSA are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this GSA. If sufficient appropriations and authorization are not made by the Legislature, this GSA 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the GSA or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent Contractors performing professional services for HSD and are not employees of HSD. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of HSD vehicles, or any other benefits afforded to HSD employees of the State of New Mexico as a result of this GSA. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind HSD unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

Final payment of the amounts due under this GSA 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 GSA.

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. 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 GSA. 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.

13. Amendment.

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

14. Merger.

This GSA incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written GSA. No prior GSA or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this GSA.

15. 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.

16. 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 GSA. If Contractor is found not to be in compliance with these requirements during the life of this GSA, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G), NMSA 1978. By execution of this GSA, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this GSA.

18. 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 GSA may be terminated by HSD.

19. Records and Audit.

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

20. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damages to persons or property to the extent they result from negligence of that party's employees or agents. The liability of each party shall be subject in all cases to the immunities and limitations of New Mexico state law. In the event that any action, suit or proceeding related to the services performed by Contractor or any officer, agent, employee, servant or sub-contractor under this GSA is brought against Contractor, Contractor shall, as soon as practicable but no later than five (5) business days after Contractor receives notice thereof, notify the legal counsel of HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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 GSA, Contractor certifies, by signing this GSA, 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://insurenewmexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements 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 agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this GSA shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this GSA shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this GSA shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To HSD:	Paul Lucero, Contract Manager Income Support Division Department of Human Services 2009 S Pacheco Street / P O Box 2348 Santa Fe, NM 87504 (505) 827-1328
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To the Contractor: Nancy Treat
Family Services
NM Children, Youth and Families Department
Parent-Child Education Program
P O Drawer 5160
Santa Fe, NM 87502
(505) 476-0142

25. Sanctions:

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

B. The Contractor will make repayment of any funds expended by HSD subject to the jurisdiction and authority of which an auditor finds were expended, or to which the United States Department of Health and Human Services (DHHS) takes exception and requests reimbursement through a disallowance or deferral is based upon the acts or omissions of the Contractor which violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

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

26. Authority.

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

27. Debarment and Suspension.

A. Pursuant to 45 C.F.R. Part 76, the Contractor certifies by signing this GSA, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this GSA, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or

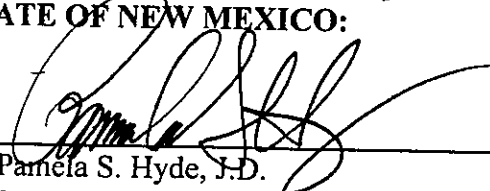
otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated above; (4) have not, within a three-year period preceding the effective date of this GSA, had one or more public Agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

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

C. As required by 45 C.F.R. Part 76, Contractor shall require each proposed first-tier sub-contractor whose subcontract will equal or exceed \$25,000.00 to disclose to HSD, in writing, whether as of the time of award of the subcontract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. Contractor shall make such disclosures available to HSD when it requests sub-contractor approval from HSD. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, HSD may refuse to approve the use of the sub-contractor.

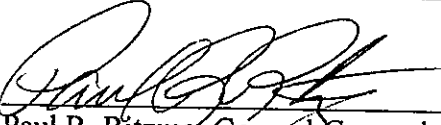
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IN WITNESS WHEREOF, the parties execute this GSA as set forth below:
STATE OF NEW MEXICO:

By: 
Pamela S. Hyde, J.D.
Secretary, Human Services Department

Date: 9/2/09

Approved as to form and legal sufficiency:

By: 
Paul R. Ritzma, General Counsel
Human Services Department

Date: 5/13/09

Governing Contractor Official:

Title: _____
Signature: 

Date: 8/2/09

Designee: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: 
General Counsel, Contractor

Date: 7/29/09

EXHIBIT A
SCOPE OF WORK
CYFD – Parent-Child Education Program

A. HSD shall:

1. Act as the funding AGENCY and transfer the day-to-day program, administrative and fiscal responsibilities to Contractor.
2. Payments made by HSD using State General funds are contingent upon receipt by HSD of anticipated funds. In the event of future reductions of such funds, HSD shall reserve the right to reduce payments and services provided for herein, or in the alternative, to exercise the right of termination.
3. Be allowed to deduct from amounts otherwise payable to the Contractor under this GSA or addendum thereto, monies overpaid to the Contractor and therefore determined to be due to HSD from the Contractor.

B. CONTRACTOR shall:

FISCAL REQUIREMENTS

1. Maintain administrative and fiscal responsibility for all program funds.
2. Comply with all federal and state laws and regulations relating to the uses and expenditures of the funds transferred to Contractor under this GSA.
3. Provide HSD with one billing invoice including the following:
 - a. The invoice [EXHIBIT B]
 - b. The Invoice Transmittal form [EXHIBIT C]
4. Provide a Single Year Contractor Audit of all program funds received by virtue of this GSA. Contractor shall furnish HSD with an original copy of the audit report within fifteen (15) days of final completion of the audit report.
5. Upon termination of this GSA or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by the Contractor to HSD.

REPORTING REQUIREMENTS

1. If applicable, submit to HSD a final annual TANF MOE certification report due 20 days following the end of the State Fiscal Year.
2. Submit to HSD four quarterly TANF MOE certification reports due 20 days following the end of each quarter. The certification must comply with all federal and state laws and

regulations relating to the certification of Contractor State General Fund dollars certified for TANF MOE under this GSA.

PROGRAM RQUIREMENTS

1. Provide for a Parent-Child Education program for families in Chaparral, Anthony, Dona Ana and Sunland Park in order to prepare children from birth to age three for future school success as authorized to HSD for State Fiscal Year 2010.

MISCELLANEOUS REQUIREMENTS

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

Paul Lucero, Contract Manager
Income Support Division
Department of Human Services
2009 S Pacheco Street / P O Box 2348
Santa Fe, NM 87504

CYFD Parent-Child Education Services FY 10 CYFD-PCE EXHIBIT B
Invoice for Services Rendered

New Mexico Human Services Department
 Income Support Division
 Pollon Plaza
 P. O. Box 2348
 Santa Fe, New Mexico 87504-2348
 Attn: Paul Lucero, Contract Manager

Contractor **Children, Youth & Families Dept.**
 Dates of Service
 Invoice Date
 Agreement No **GSA 10-630-9000-0000**
 Tax ID No
 Invoice No

FOR CONTRACTOR USE ONLY

Invoice Amounts

Requested reimbursement for Parent-Child Education GF
 Total reimbursement requested for services rendered for Parent-Child

\$ -
 \$ -

Other Expenditures

	MONTH	AMOUNT
Total amount from state general fund for Parent-Child Education		

TOTAL
 \$ -

Certification

The undersigned certifies that:
 1) CYFD has expended an amount equal to the total Parent-Child Education funding invoiced from state general funding otherwise available.

Contractor's Signature & Title _____ Phone # _____ Date _____

FOR HSD USE ONLY

I certify that amounts invoiced herein are correct and just and that payment therefore has not been remitted.

Department Official's Signature and Title _____ Phone # _____ Date _____

REMIT PAYMENT TO:

Children, Youth & Families Department
 Administrative Services Division
 PERA, Room 118
 P. O. Drawer 5160
 Santa Fe, NM 87502

CERTIFICATION - FOR HSD USE ONLY



INVOICE TRANSMITTAL		
Transmittal Information	Contractor Information	
Invoice No. _____ Fiscal Year <u>State Fiscal Year 2010</u> Transmittal Date _____ Date of Service(s) _____ P O. Reference No. _____ Contract No. _____ GSA	DFA Vendor ID. _____ Alt. ID _____ Name _____ Address _____ Phone No. _____	
Contracted Service	Contract Budget	Adjusted Contract Budget
Parent-Child Education _____ _____ _____	\$20,000.00 _____ _____ _____	_____ _____ _____ _____
Total of Budget Adjustment(s)	Invoice Amount*	YTD Expenses
_____ _____ _____	_____ _____ _____	_____ _____ _____
Contract Budget	Budget Balance	
_____ _____ _____	_____ _____ _____	

*Attach supporting documentation

Contractor Signature _____ Date _____
TO BE COMPLETED BY HSD PROGRAM MANAGER

Program Manager Name _____
 Telephone No. _____
 E-mail Address _____
 Approval to Pay _____
 Signature of Program Manager _____ Date _____

FOR INFORMATION TECHNOLOGY RELATED CONTRACTS: Approval to Pay _____ HSD CIO _____ DATE _____

Instructions for Invoice Transmittal

This form is to be completed by the Contractor. It is designed to keep all parties aware of the contract budget status. Assistance in completing this form may be obtained from the designated program manger.

Transmittal Information

Invoice No.: Enter the invoice number, which will follow a simple numbering sequence of 1, 2, 3, etc. Invoice 1 will be the first invoice of the contract period.

Fiscal Year: Enter the State of New Mexico fiscal year in which the applicable contract originated. The first two digits of the contract number designate the fiscal year.

Transmittal Date: Enter the date the Invoice Transmittal form is completed.

Date of Service: Enter the service-delivery time period for which reimbursement is being requested. For most contracts, this is the month and year of service. However, for short-term contracts, it can be a daily or weekly time period.

P. O. Reference No.: Enter the purchase document number applicable to this reimbursement. A purchase document is the document that encumbers (earmarks) the contracted funds. It has a unique identifying number. Contractors should receive a copy of the purchase document with their signed contract. Program managers should be able to assist in determining this number if needed.

Contract No.: This is the identifying number of the contractual document under which services are being provided (located at the top, right hand corner of the first page of the contract).

Contractor Information:

DFA Vendor ID: This is the unique, identifying, contractor code that the Department of Finance and Administration (DFA) assigns upon completion of the W-9 form. All contractors must have one to enter into contract with state government. This may be obtained from the purchase document (see P.O. Reference No., above, for description of purchase document).

Alt. ID: The alternate ID is a number associated with the DFA Vendor ID number. It is assigned by DFA when a contractor has numerous delivery sites/addresses for which expenditures must be separately tracked. It is usually a suffix that is added to the DFA Vendor Code and may be found on the purchase document.

Name: Enter the contractor's program/agency name as it appears on the purchase document and the contract. This is the name that is assigned to the DFA vendor code.

Address: Enter the contractor's address as it appears on the purchase document. This is the address that is assigned to the DFA vendor code.

Phone No: Enter the phone number of the Contractor's contact person who can answer questions that may result from the processing of the invoice.

Budget Section:

Contracted Service: Enter the name of the contracted service(s). The service does not refer to the detailed statement of work services but rather the broader service name(s), i.e. transportation, TANF, UR Review, etc. A contract may have one service or multiple services.

Every service in a contract is assigned a specific organizational (org) code. An org code is a budget designation and appears on the purchase document. Some contracts have one org code if there is one service being provided. Other contracts have multiple org codes. if they provide more than one service.

Contracted Budget: Enter the annual budget designated for each contracted service, as it appears in the original contract.

Total of Budget Adjustments: This is the total of the contract budget modifications resulting from contract amendments, for each service. If there have been more than one adjustment over the course of the contract year, the adjustment column should be the net result of all budget modifications.

Adjusted Contract Budget: This is the difference of the "Contract Budget" column and the "Adjustment" Column, for each service.

Invoice Amount: This is the amount for which the contractor is requesting reimbursement in this invoice, for each service. Attach all supporting documentation justifying the reimbursement request.

YTD Expenses: These are the year-to-date, accumulated expenses for the current contract year, for each service.

Budget Balance: This is the difference of the "Adjusted Contract Budget" and the "YTD Expenses" columns, for each service.

Contractor Signature: An original signature is required of the contractor representative authorized to approve an invoice.