

**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 State University/Department of Family & Consumer Sciences (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 Strengthening Families Initiative Program (SFI) 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, shall not exceed Six Hundred Thousand dollars (\$600,000.00). 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 Agreement, 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.

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 UNM 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://insurenemexico.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  
Work and Family Support Bureau  
Income Support Division  
HSD of Human Services  
2009 S Pacheco Street / P O Box 2348  
Santa Fe, NM 87504  
(505) 827-1328

To the Contractor: Esther Devalle, Ph.D  
NM State University  
Department of Family & Consumer Sciences  
P O Box 30003, MSC 3470  
Las Cruces, NM 88003  
(575) 646-1185

**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 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 contractor; (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, 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.

**28. 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 Agreement, 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

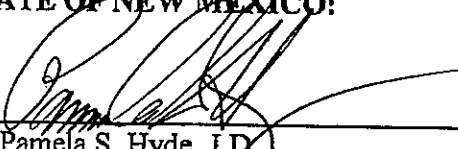
(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement 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.

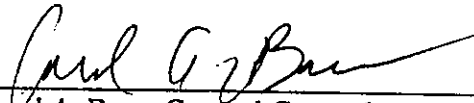
**The remainder of this page left intentionally blank.**

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: 8/26/09

**Approved as to form and legal sufficiency:**

By:   
Carol A. Baca, General Counsel  
Human Services Department

Date: 8/25/09

**Governing Contractor Official:**  
  
Title: Director of Grants & Contracts  
Signature: \_\_\_\_\_  
Neta Fernandez

Date: 8/19/09

Designee: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form and Legal Sufficiency:**

By: \_\_\_\_\_  
General Counsel

Date: \_\_\_\_\_

Scope of Work

**EXHIBIT A  
New Mexico State University  
Strengthening Families Initiative Program**

A. HSD shall:

1. Act as the funding Agency.
2. Testify and report to the Welfare Reform Oversight Committee (WROC) on the program outcomes.
3. Provide training and technical assistance to the Contractor relative to usage and reporting of Temporary Assistance for Needy Families (TANF) funding as appropriate.
4. Supply the Contractor with related informational data to assist Contractor in performing services as stated in this Scope of Work.
5. Provide Contractor with participant referrals from the NMW contractors and ISD staff using the *DWP 009 NMW Electronic Communication Exchange Form* [EXHIBIT G].
6. Provide direction to the Contractor and local Income Support Division (ISD) staff to ensure participation and collaboration with the Contractor and related TANF service providers.
7. Conduct Contractor program and fiscal reviews for quality assurance and compliance by conducting independent on-site TANF program and fiscal reviews of the Contractor and provide the Contractor with detailed reports of findings. HSD will provide advanced notice to the Contractor at least fifteen (15) business days prior to the on-site visit. HSD must have reasonable access to the Contractor and service provider's premises and program-related records (both electronic and hard copy).
8. Disburse TANF funds to Contractor, on a reimbursement basis, upon receipt of monthly invoices prepared by Contractor that contain detailed fiscal documentation.
9. All TANF funds disbursed to Contractor under this GSA shall be Federal monies. No HSD state funds shall be transferred, disbursed or reimbursed to Contractor under the terms of this GSA.
10. Certify monthly Contractor billing invoices, which are subject to approval by the HSD Contract Manager, to ensure that expenditures meet all federal and state requirements.

11. Payments made by HSD using federal 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.
12. 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. The CONTRACTOR shall:

FISCAL REQUIREMENTS

1. Submit a budget [Exhibit B] using the template attached to this GSA that must be approved by the Contract Manager designated by HSD, for operations cost. The Contractor shall prepare a budget for the contracted amount that includes all line item elements as prescribed by the New Mexico Department of Finance and Administration (DFA) for: positions, personnel, employee benefits, contractual services, transportation, maintenance/repairs, operating costs, capital outlay, etc., [<http://www.dfafcd.state.nm.us/manuals/coa.pdf>]. The budget must be provided to HSD by the 30th calendar day following the effective date of this GSA. No payment shall be made under this GSA unless the Contract Manager approves the program budget required under this GSA. The approved budget shall provide the basis for the services provided under this GSA. The budget shall not be altered without written approval of HSD.
2. Submit, if applicable, to HSD a final annual TANF MOE certification report due 20 days following the end of the State Fiscal Year.
3. Ensure that program expenditures comply with TANF regulations. There are specific restrictions on the use of Federal TANF funds, including the following:
  - a. Any use of Federal TANF funds must be consistent with TANF purposes and applicable TANF rules. The purposes of TANF are:
    - 1) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
    - 2) End the dependency of needy parents on government benefits by promoting job preparation, work, and marriage;
    - 3) Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies;
    - 4) Encourage the formation and maintenance of two-parent families.

- b. The Contractor shall not use Federal funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically authorized by HSD as allowed by Federal law.
  - c. The Contractor may sub-contract for services or benefits; however, Federal funds shall not be directly transferred into another program except as provided for by Federal law. Copies of any and all subcontracts originating under this GSA are to be provided to HSD or made available for inspection by HSD within thirty days of subcontract approval.
  - d. Any costs charged to each program must be necessary, reasonable, and allocable to the program.
  - e. The Contractor shall not use Federal funds to construct or purchase buildings or facilities or to purchase real estate.
  - f. The Contractor shall not use Federal funds for general expenses required to carry out another program responsibility, except as permitted by federal law.
4. Limit administrative costs to 15% of the total GSA dollar amount. This cost limit includes both permissible direct and indirect administrative costs and is cumulative for the Contractor as well as any sub-contractor(s) of the Contractor.
5. Ensure that administrative costs are costs that are necessary for proper administration of the TANF program.
- a. Administrative costs include:
    - 1) The costs of general administration and coordination of programs including contract costs and all indirect (or overhead) costs;
    - 2) The salaries and benefits of staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.;
    - 3) Costs such as equipment, travel, and office space costs, when directly associated with staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.;
    - 4) Training of staff to perform administrative functions, such as eligibility determinations, procurement, and payroll.
  - b. Excluded from "administrative costs" are the direct costs of providing program services such as:
    - 1) Case management, information and referral, and counseling activities;

- 2) Providing program information, the development of employability plans, work activities, post employment services, and work supports;
  - 3) Costs, such as equipment, travel, and office space costs, when directly associated with providing program services, would be treated as program costs (whether provided under contract or otherwise);
  - 4) Costs for training of case managers or for other training directly associated with providing program services as program costs under its cost allocation plan. For example, training of case managers and other staff about how to provide appropriate services to victims of domestic violence under the Family Violence Option (i.e., screening and identification, safeguarding, referrals to appropriate services, and options to waive program requirements) would be a program cost. Likewise, training staff about providing appropriate services to people with disabilities would be a program cost.
6. Conform and ensure that sub-contractors shall conform to the requirements of Federal Office of Management and Budget OMB Circulars A-87, A-110, and A-21 where appropriate, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), 2005 Deficit Reduction Act (DRA) and applicable TANF, NMW statutes and regulations.
  7. Adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 CFR 205.
  8. The Contractor shall manage the funding made available by this GSA by:
    - a. Ensuring that monthly expenditures meet federal TANF and state requirements;
    - b. Ensuring that the funding under this GSA is not utilized for duplicative services already available to low-income populations;
  9. Provide HSD with one, accurate and timely monthly billing invoice no later than the 15th day following the end of each calendar month except for the month ending June 30, 2010, for which the invoice is due no later than July 10, 2010. Failure to adhere to these requirements may result in a reduction of available funds and non-payment of invoices. The carryover of funds between fiscal years shall not be permitted. HSD will make every effort to make payment to the Contractor within 30 days from receipt of a correct invoice.
    - a. Billing must include, at a minimum, the following:
      - 1) Expenditure Balance Report [EXHIBIT C] adhering to the Department of Finance and Administration (DFA) Expenditure Chart of Accounts (<http://www.dfafcd.state.nm.us/manuals/coa.pdf>)
      - 2) Monthly Invoice [EXHIBIT D] and

- 3) Invoice Transmittal [EXHIBIT E].
- b. Ensuring that Budget Adjustment Requests (BARs) [EXHIBIT F] are submitted to the HSD contract manager as necessary. These BARs are subject to HSD approval.
10. Contract for an independent audit at the Contractor's expense. An official copy of the independent auditor's report shall be provided to HSD and any other authorized entity as required by law within 15 days of receipt of the final audit report.
11. Upon termination of this GSA or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by the Contractor to HSD.

PROGRAM REQUIREMENTS

1. Provide for a non-duplicative statewide program relating to strengthening families, relationships and fatherhood to the following:
  - a. First Priority: TANF cash recipients as referred by HSD and the NMW contractors.
  - b. Second Priority: TANF eligible families (non-TANF cash recipients) with at least one dependent child living with a parent or relative, or a pregnant woman, whose gross family income is less than 100% of the federal poverty guidelines for the size of the family.
    - 1) 100% of the TANF eligible participants (non-TANF cash recipients) receiving services shall have eligibility evaluated, verified, and documented by the service provider prior to receiving services.
    - 2) The Contractor shall ensure that a statewide verification process is established and implemented to determine TANF eligibility for non-TANF cash recipients using the *Application for TANF Support Services* [EXHIBIT H] that shall be maintained in the case file.
  - c. Third Priority: Teen Parent without regard to TANF status.
2. Provide a strengthening families program with services that include but are not limited to:
  - a. Providing parenting skills including information on parenting roles, benefits of marriage, healthy relationships, conflict resolution and nurturing children;
  - b. Offering information and support regarding furthering education and job retention focusing on young parents who are not in school;
  - c. Increasing father involvement with children by working with faith based and community based institutions;
  - d. Providing assistance for fathers on accessing their children including information on visitation rights and providing child support;

- e. Customizing services to individual families needs to ensure appropriate attention is received;
  - f. Providing reform and awareness to parents by outlining the incentives in providing for their children;
3. Offer services in each New Mexico County unless it can be proven that any such county would not benefit from the program based on population and community readiness.
  4. Refer potentially eligible individuals to HSD for assistance programs using the *DWP 009 NMW Electronic Communication Exchange Form*.
  5. Ensure that publication materials shall not account for more than ten percent (10%) of the total budget amount.
  6. Ensure that informational materials are available in 100% of the geographical areas served in an effort to raise awareness of the program. At a minimum, materials must be available at the following sites in both English and Spanish:
    - a. ISD Field Offices
    - b. NMW Offices
    - c. Workforce Investment Act (WIA) One-Stops
    - d. Strengthening Family Service Sites
  7. The Contractor shall serve TANF/NMW participants, TANF Eligible participants and Teen Parents without regard to TANF status throughout the term of this GSA and shall not stop services or cease full efforts for the entire duration of the GSA.

#### REPORTING REQUIREMENTS

1. Submit, if applicable, to HSD a final annual TANF MOE certification report due 20 days following the end of the State Fiscal Year.
2. Provide HSD with detailed client and service data and other required information within the timeframe stated in the SOW. This information will be provided monthly or as needed.
3. Submit monthly program data reports by the 15th day following the end of each calendar month and an annual report due no later than August 15, 2010. The reports must contain separate data for TANF cash recipients and TANF eligible participants. The reports at a minimum must include the following:
  - a. The average monthly and YTD cost per individual and family.
  - b. A description of each of the major program benefits, services, and activities.



- c. State and county monthly and year to date total service hours for each service type listed by:
  - 1) Service type
  - 2) Participant age group
    - a) Child
    - b) Adult
    - c) Teen
- d. State and county monthly and year to date unduplicated totals of participants listed by service type who have:
  - 1) Entered into program services
  - 2) Successfully completed program services
  - 3) Dropped out of program services
- e. A listing of program participants served in the service month, sorted by county of residence. The list must include:
  - 1) County of residence
  - 2) Name – Last Name, First Name
  - 3) Social Security Number
  - 4) Age group
    - a) Child
    - b) Adult
    - c) Teen
  - 5) TANF status (at the time of service)
    - a) TANF cash recipient – include sub-totals by facility
    - b) TANF eligible (non-TANF cash recipient) – include sub-totals by facility
    - c) Teen Parent-non TANF – include sub-totals by facility
  - 6) Marital status
  - 7) Monthly hours participating in Strengthening Families services listed by service type
  - 8) Participation status
    - a) Actively participating
    - b) Dropped out during service month
    - c) Successfully completed program in service month

MISCELLANEOUS REQUIREMENTS

1. Testify and report to the Welfare Reform Oversight Committee (WROC) on the program outcomes.

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

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