

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 Public Education Department-Pre-Kindergarten 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 Pre Kindergarten (Pre-K) Program as detailed in Exhibit A, Scope of Work (SOW), 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 One Million Five Hundred Thousand dollars (\$1,500,000.00). 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, SOW, 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 GSA 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://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 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: Ann Zuni, Program Manager
NM Public Education Department
Pre-Kindergarten Program
300 Don Gaspar
Jerry Apodaca Education Building
Santa Fe, NM 87501
(505) 827-6561

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 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

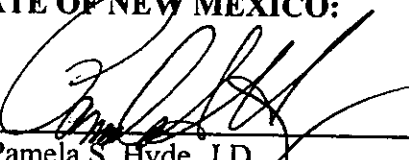
otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; (4) have not, within a three-year period preceding the effective date of this GSA, had one or more public Agreements or transactions (Federal, State or local) 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, 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 Contractor. 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 Contractor, HSD may refuse to approve the use of the sub-contractor.

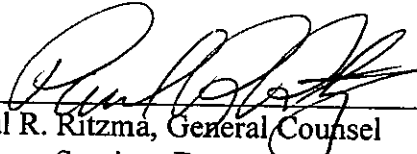
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IN WITNESS WHEREOF, the parties execute this GSA as set forth below:
STATE OF NEW MEXICO:

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

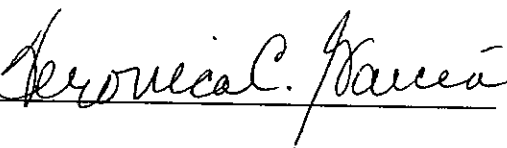
Date: 9/10/09

Approved as to form and legal sufficiency:

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

Date: 5/11/09

Governing Agency Official:

Title:
Signature: 

Date: 8.31.09

Designee: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: 
Asst General Counsel

Date: 8/28/09

EXHIBIT A
SCOPE OF WORK
New Mexico Public Education Department
Pre-Kindergarten (Pre-K) Program

A. HSD shall:

1. Act as the funding Contractor.
2. Testify and report to the Welfare Reform Oversight Committee (WROC) fiscal and program outcomes relative to this GSA.
3. Provide training and technical assistance to Contractor relative to usage and reporting of TANF funding as appropriate.
4. Supply Contractor with related informational data to assist Contractor in performing services as stated in this Scope of Work.
5. Provide direction to Contractor and local Income Support Division (ISD) staff to ensure participation and collaboration with Contractor and related TANF service providers.
6. 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).
7. Disburse TANF funds to Contractor, on a reimbursement basis, upon receipt of monthly invoices prepared by Contractor that contain detailed fiscal documentation.
8. 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.
9. Certify monthly Contractor billing invoices, which are subject to approval by HSD Contract Manager, to ensure that expenditures meet all federal and state requirements.
10. 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.

11. 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] 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 the written approval of HSD.
2. Certify to HSD that the Contractor State General Fund (GF) expenditures to count toward the State of New Mexico TANF Maintenance of Effort (MOE) obligation including but not limited to the following programs:
 - a. Pre-K
 - b. K-3+
3. Comply with all federal and state laws and regulations relating to the uses and expenditures of the funds disbursed, to the Contractor under this GSA.
4. Adhere to all Federal and State laws and regulations relating to the uses and expenditures of the funds made available under this GSA.
5. Maintain fiscal records necessary for full accountability, comply with accounting and fiscal requirements applicable to handling any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this GSA.
6. Ensure that program expenditures comply with TANF regulations. There are specific restrictions on the use of Federal TANF funds including but not limited to, 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.
7. Ensure that the funding under this GSA is not utilized for duplicative services already available to low-income populations.
8. 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.
9. Ensure 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.

10. 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.
11. Adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 CFR 205.
12. All expenditures shall be in accordance with the line item budget. The CONTRACTOR shall maintain records to document expenditures.
13. Ensure that quarterly invoices submitted by the Contractor to HSD are received by HSD no later than the 15th day of the month following the end of each quarter with the exception of the month ending June 30, 2010, for which invoices must be received 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.

14. The invoice [EXHIBIT C] must be attached to the Invoice Transmittal form [EXHIBIT D] and at a minimum, include:
 - a. The total amount expended for the Pre-K program; and
 - b. Total amount invoiced for the Pre-K program.
15. As fiscal agent for the Pre-K program, the Contractor shall abide by its regulations and all fiscal matters compliant with regulations of the New Mexico Procurement Code and the State Auditor's Office.
16. Include the audit of all funds received by virtue of this GSA in the regular Contractor independent audit. An original copy of the independent audit report must be provided to HSD and any other authorized entity as required by law within 15 days or receipt of the final audit report.
17. 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 Pre-K program for future school success as authorized to HSD in House Bill 2 for State Fiscal Year 2010 throughout the term of this GSA, and shall not stop services or cease full leverage for the entire duration of this GSA.
2. Raise awareness of Pre-K program services through distribution materials printed in both English and Spanish targeting the TANF population. The Contractor shall distribute and keep current program materials in 100% of the following sites through out the state by August 1, 2010:
 - a. Income Support Division Field Offices
 - b. New Mexico Works (NMW) Offices
 - c. Workforce Investment Act (WIA) One-Stops

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 quarterly Pre-K program and data reports to HSD no later than the 15th day of the month following the end of each quarter. Reports must include monthly and year to date (YTD) unduplicated totals by location and age of child for the Pre-Kindergarten program as authorized to HSD in House Bill 2 for State Fiscal Year 2010.

MISCELLANEOUS REQUIREMENTS

1. Testify and report to the Welfare Reform Oversight Committee (WROC) fiscal and program outcomes relative to this GSA.
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
Income Support Division
Department of Human Services
2009 S Pacheco Street / P O Box 2348
Santa Fe, NM 87504

Budget

FY 09 PED Pre-K EXHIBIT B

NM Public Education Department - Pre-K Program

Item	Line Item Description	FY 09 BUDGET	Justification
520100	EXEMPT PERMANENT POSITIONS - FT & PT		
520200	TERM POSITIONS - FT & PT		
520300	CLASSIFIED PERMANENT POSITIONS - FT		
520400	CLASSIFIED PERMANENT POSITIONS - PT		
520500	TEMPORARY POSITIONS - FT& PT		
520600	PAID UNUSED SICK LEAVE		
520700	OVERTIME AND OTHER PREMIUM PAY		
520800	ANNUAL & COMPENSATORY LEAVE PAID AT TERMINATION		
520900	DIFFERENTIAL PAY		
PERSONNEL SERVICES TOTAL		\$ -	
521100	GROUP INSURANCE PREMIUM		
521200	RETIREMENT CONTRIBUTIONS		
521300	F.I.C.A.		
521400	WORKER'S COMPENSATION		
521500	UNEMPLOYMENT COMPENSATION PREMIUM		
521600	EMPLOYEE LIABILITY INSURANCE PREMIUM		
521700	RETIREE HEALTH CARE ACT CONTRIBUTION		
521900	OTHER EMPLOYEE BENEFITS		
EMPLOYEE BENEFITS TOTAL		\$ -	
535100	MEDICAL SERVICES		
535200	PROFESSIONAL SERVICES	\$1,500,000.00	Funds will be evenly distributed to 26 school districts/charter schools who have approved proposals for implementing PreK program services for School Year 2009-2010.
535300	OTHER SERVICES		
535400	AUDIT SERVICES		
535500	ATTORNEY SERVICES		
535600	INFORMATION TECHNOLOGY SERVICES		
CONTRACTUAL SERVICES TOTAL		\$ 1,500,000.00	
542100	EMPLOYEE IN-STATE MILEAGE & FARES		
542200	EMPLOYEE IN-STATE MEALS & LODGING		
542300	BOARD & COMMISSION MEMBER IN-STATE TRAVEL		
542400	EMPLOYEE NON-ROUTINE PARTIAL DAY PER DIEM IN-STATE TRAVEL		
542500	TRANSPORTATION - FUEL & OIL		
542600	TRANSPORTATION - NON-TAXABLE - PARTS & SUPPLIES, TAXABLE - MAINTENANCE & REPAIR SERVICES		
542700	TRANSPORTATION - TRANSPORTATION INSURANCE		
542800	TRANSPORTATION - STATE TRANSPORTATION POOL CHARGES		
542900	OTHER TRAVEL		
TRAVEL AND TRANSPORTATION TOTAL		\$ -	
543100	MAINTENANCE - GROUND & ROADWAYS		
543200	MAINTENANCE - FURNITURE FIXTURES & EQUIPMENT		
543300	MAINTENANCE - BUILDING & STRUCTURES		
543400	MAINTENANCE - PROPERTY INSURANCE		
543500	MAINTENANCE - MAINTENANCE SUPPLIES		
543600	MAINTENANCE - LAUNDRY/DRY CLEANING		
543700	MAINTENANCE - MAINTENANCE SERVICES		
543800	INFORMATION TECHNOLOGY MAINTENANCE		

Budget

FY 09 PED Pre-K EXHIBIT B

NM Public Education Department - Pre-K Program

Item	Line Item Description	FY 09 BUDGET	Justification
543900	OTHER MAINTENANCE		

Budget

FY 09 PED Pre-K EXHIBIT B

NM Public Education Department - Pre-K Program

Item	Line Item Description	FY 09 BUDGET	Justification
MAINTENANCE & REPAIRS TOTAL		\$	
544000	SUPPLIES - INVENTORY EXEMPT INFORMATION TECHNOLOGY		
544100	SUPPLIES - OFFICE SUPPLIES		
544200	SUPPLIES - MEDICAL, LAB & PERSONAL SUPPLIES		
544300	SUPPLIES - DRUGS		
544400	SUPPLIES - FIELD SUPPLIES		
544500	SUPPLIES - FOOD		
544600	SUPPLIES - KITCHEN SUPPLIES		
544700	SUPPLIES - CLOTHING, UNIFORMS, & LINEN		
544800	SUPPLIES - EDUCATION & RECREATIONAL SUPPLIES		
544900	SUPPLIES - INVENTORY EXEMPT		
SUPPLIES TOTAL		\$	
545600	REPORTING & RECORDS		
545700	ISD SERVICES		
545800	RADIO COMMUNICATIONS SERVICES		
545900	PRINTING & PHOTOGRAPHIC SERVICE		
546000	GSD BUILDING USE FEE		
546100	POSTAGE & MAIL SERVICE		
546200	BOND PREMIUMS		
546300	UTILITIES		
546400	RENT OF LAND OR BUILDINGS		
546500	RENT OF EQUIPMENT		
546600	COMMUNICATIONS		
546700	SUBSCRIPTIONS & DUES		
546800	EMPLOYEE TRAINING & EDUCATION		
546900	ADVERTISING		
CONTRACTUAL SVCS TOTAL		\$	
547200	GRANTS TO INDIVIDUALS		
547700	CARE & SUPPORT		
547400	GRANTS TO ORGANIZATIONS		
547500	PURCHASES FOR RESALE		
547700	DEBT SERVICE - PRINCIPAL		
547800	DEBT SERVICE - INTEREST		
547900	MISCELLANEOUS EXPENSE		
OTHER OPERATING COST TOTAL		\$	
548100	LAND		
548200	FURNITURE & FIXTURES		
548300	INFORMATION TECHNOLOGY EQUIPMENT		
548400	OTHER EQUIPMENT		
548600	ANIMALS		
548700	LIBRARY & MUSEUM ACQUISITIONS		
548800	AUTOMOTIVE & AIRCRAFT		
548900	BUILDINGS & STRUCTURES		

Budget

FY 09 PED Pre-K EXHIBIT B

NM Public Education Department - Pre-K Program

Item	Line Item Description	FY 09 BUDGET	Justification
CAPITAL OUTLAY TOTAL		\$	
549600	EMPLOYEE OUT OF STATE MILEAGE & FARES		
549700	EMPLOYEE OUT OF STATE MEALS & LODGING		
549800	BOARD & COMMISSION MEMBER - OUT-OF-STATE MILEAGE & FARES		
549900	BOARD & COMMISSION MEMBER - OUT-OF-STATE MEALS & LODGING		
OUT OF STATE TOTAL		\$	
555100	OTHER FINANCING USES (15% Adm. Indirect Cost)		
OTHER FINANCING USES TOTAL		\$	
560300	REFUND - MEMBER CONTRIBUTIONS		
563500	ANNUITY PAYMENTS		
565200	DISTRIBUTION TO BENEFICIARIES		
565300	DISTRIBUTION TO STATE GENERAL FUND		
566100	REVERSIONS		
REFUND & DISTRIBUTION TOTAL		\$	
GRAND TOTAL		\$ 1,500,000.00	

Contractor's Signature

Date

HSD Approval

Date

PED Pre-K Program Invoice for Services Rendered

FY 09 PED PRE-K EXHIBIT C

**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 **Public Education Dept.**
Quarter Ending
Invoice Date
Agreement No **GSA 10-630-9000-0000**
Tax ID No
Invoice No

FOR CONTRACTOR USE ONLY

Invoice Amounts

Requested quarterly reimbursement for TANF Pre-Kindergarten

\$ -

Other Expenditures

AMOUNT

QUARTER TOTAL

Total quarterly amount expended on TANF Pre-K program

\$ -

Certification

The undersigned certifies that:

- 1) The amounts invoiced herein are correct and just and that payment therefore has not been received;
- 2) PED has expended an amount equal to the total TANF funding invoiced from federal funding otherwise available; and

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:

**Public Education Department
300 Don Gaspar
Santa Fe, NM 87501**

CERTIFICATION - FOR HSD USE ONLY



Transmittal Information		Contractor Information	
Invoice No. _____	State Fiscal Year 2010	DFA Vendor ID. _____	Alt. ID _____
Fiscal Year _____	_____	Name _____	_____
Transmittal Date _____	_____	Address _____	_____
Date of Service(s) _____	_____	Phone No. _____	_____
P.O. Reference No. _____	_____		
Contract No. _____	_____		
Contractual Services	Contract Budget Adjustment		
TANF Pre-K	\$1,500,000.00		

*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 a 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.