

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 **Zuni Pueblo-Sovereign Temporary Assistance for Needy Families (TANF) 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 Contractor shall provide and monitor services that promote self-sufficiency to TANF-eligible members in accordance with the Increase in Services Plan. Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this GSA, and incorporated in this GSA by reference. The Contractor shall also adhere to compliance measures contained in the scope of work.

2. Compensation.

A. The total amount payable to the Contractor under this GSA shall not exceed thirty two thousand dollars (\$32,000). 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. HSD shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed thirty two thousand dollars (\$32,000) as set forth in Paragraph A. 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 1, 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 effective 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 effective date of termination; 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 the effective date 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 THE STATE'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 new 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 Human Services Department. 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 in the performance of 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 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 denied the benefits of, or be otherwise subjected to discrimination under any program services 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.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules, or comparable Tribal 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, or comparable Tribal laws and 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. Indemnification.

The Contractor shall defend, indemnify and hold harmless HSD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this GSA, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, sub-Contractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or sub-Contractor thereof has or is performing services pursuant to this GSA. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or sub-Contractor under this GSA is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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.

22. 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.

23. 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 / P.O. Box 2348
Santa Fe, New Mexico 87504

To Contractor: Norman J. Cooneyate, Governor
Pueblo of Zuni
Zuni Education & Career Development Center
P.O. Box 339, 1203-B State Highway 53
Zuni, NM 87327-0339

24. 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.

25. Debarment and Suspension.

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, 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 Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; 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. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to HSD's Contract Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, HSD may terminate the Agreement.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, Contractor shall require each proposed first-tier sub-Contractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, 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. The Contractor shall make such disclosures available to the HSD when it requests sub-Contractor approval from the HSD. If the sub-Contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the sub-Contractor.

26. Miscellaneous

A. This GSA is an internal government GSA and is not intended to confer any right upon any private person.

B. Headings used in this Agreement are for reference purposes only and shall not be deemed a part of the Agreement.

The remainder of this page is intentionally left blank.

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

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

Date: 2/4/10

Approved as to form and legal sufficiency:

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

Date: 2/2/10

Governing Contractor Official:

Title: Governor, Pueblo of Zuni

Signature: [Handwritten Signature]

Date: 1/29/2010

Designee: _____

Date: _____

Approved as to Form and Legal Sufficiency:

By: [Handwritten Signature]
General Counsel

Date: Jan - 27, 2010

EXHIBIT A
Zuni – TANF Tribal Program

A. HSD shall:

1. Transfer funds upon receipt and certification of the Contractor's billing invoice.
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 AGREEMENT 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 state laws and regulations relating to the uses and expenditures of the funds transferred to Contractor under this AGREEMENT.
3. Provide HSD with one billing invoice including the following:
 - a. The invoice [EXHIBIT B]
 - b. The Invoice Transmittal form [EXHIBIT C]
4. Ensure that Budget Adjustment Requests (BARs) [EXHIBIT D] are submitted to the HSD contract manager as necessary. These BARs are subject to HSD approval.
5. Upon termination of this AGREEMENT 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. Submit a report to HSD on or before August 1, 2010 documenting the results of the expenditure of funds associated with this AGREEMENT. The report shall detail:
 - a. The names of TANF clients served with funds associated with this AGREEMENT;
 - b. The type of service each client received; and
 - c. The resulting client outcome based on the goals and objectives identified in the Plan.

PROGRAM REQUIREMENTS

1. Provide services that promote self-sufficiency to TANF-eligible members of the AGENCY in New Mexico, in accordance with the Increase in Services Plan ("Plan") approved by HSD and attached hereto as [EXHIBIT E] and incorporated herein by reference. Any modifications to the Plan and related budget shall be requested by the AGENCY's program manager and evaluated by HSD.
2. Monitor the provision of services under this AGREEMENT to ensure compliance with the approved Plan or Plan modification.

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

Exhibit B

**Pueblo of Zuni - TANF
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

Contractor The Pueblo of Zuni

**Invoice
Date:**

Agreement No: GSA 10-630-9000-0006

**Tax ID No:
Invoice
No: 1**

FOR CONTRACTOR USE ONLY

- Transfer request per above listed agreement

\$32,000.00

I certify that amounts invoiced herein, are in accordance with the above listed agreement and that payment therefore has not been received.

Contractor's Signature & Title

Date

Phone #

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:

**Pueblo of Zuni
P O Box 339
Zuni, NM 87327**

**CERTIFICATION - FOR HSD USE
ONLY**

Exhibit C

INVOICE TRANSMITTAL

Transmittal Information

Invoice No. _____
 Fiscal Year _____
 Transmittal Date _____
 Date of Service(s) _____
 P.O. Reference No. _____
 Contract No. _____

Contractor Information

DFA Vendor ID _____ Alt. ID _____
 Name _____
 Address _____
 Phone No. _____

Contracted Service	Contract Budget	Total Budget Adjustment(s)	Adjusted Contract Budget	Invoice Amount	YTD Expenses	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 _____ DATE _____
 HSD CIO

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.

Exhibit D
NEW MEXICO WORKS PROGRAM
Human Services Department
Income Support Division

BUDGET ADJUSTMENT REQUEST

CONTRACTOR: _____

Date: _____

Agreement
 No: _____

ATTACH JUSTIFICATION NARRATIVE FOR EACH LINE ITEM

CATEGORY	LINE ITEM	AMOUNT OF INCREASE	AMOUNT OF DECREASE
TOTALS		\$	\$

I certify that the above is required for efficient program operation.

Authorized Signature: _____

Date: _____

FOR HSD USE ONLY

<input type="checkbox"/>	<u>APPROVED</u>	<input type="checkbox"/>	<u>DISAPPROVED</u>
--------------------------	------------------------	--------------------------	---------------------------

Authorized Signature: _____

Date: _____



NORMAN J. COOEYATE
Governor

DANCY SIMPLICIO
Lt. Governor

SHELLY C. CHIMONI
Head Councilwoman

DIXIE J. TSABETSAYE
Councilman

PUEBLO OF ZUNI

P.O. Box 339
1203-B State Highway 53
Zuni, New Mexico 87327-0339
www.ashiwi.org

505-782-7000 (☎)
505-782-7202 (☎)

CARLETON P. ALBERT SR.
Councilman

ARDEN KUCATE
Councilman

WINONA S. PEYNETSA
Councilwoman

CHARLOTTE T. BRADLEY
Councilwoman

Officially known as the Zuni Tribe of the Zuni Indian Reservation

August 21, 2009

EXHIBIT E

Paul Lucero
Program Manager, Work and Family Support Bureau
Income Support Division, Human Services Department
PO Box 2348
Santa Fe, NM 87504-2348

Dear Mr. Lucero,

The Pueblo of Zuni Tribal TANF Program is submitting FY10 State Service plan for the period July 1, 2009 – June 30, 2010. We appreciate your continued support over the past few years, in assisting and improving our program services in meeting the needs of our community.

If there are any questions regarding the service plan, please contact Mr. Gus Keene Jr, ZECDC Director at (505) 782-7180 or via email at gkeene@ashiwi.org or Ms. Bernadette Panteah, TANF/Support Services Coordinator at (505) 782-7181 or via email at bpante@ashiwi.org. We look forward to your response. Thank you for your continued support.

Sincerely,

Norman J. Coeeyate
Governor

Enclosures

CC: ZECDC – 09/10
Finance – ZECDC 09/10
TA File
POZ Chrono



Temporary Assistance for Needy Families (TANF) Program Continued Service Plan 2009-2010

Background:

Pueblo of Zuni is one of the most remote and traditional tribes out of the 19 Pueblos in the State of New Mexico. With its isolation, the Zuni community has maintained a strong tribal religious, linguistic, and cultural heritage to overcome many social and economic obstacles to endure over the centuries. Over the years the Zuni Tribal Government has exercised its self-determination and sovereignty to seek and receive state/federal funding and technical assistance to provide economic development, education, health, training, child care, and social/welfare assistance-such as the Temporary Assistance for Needy Families (TANF) services for its community members from the State of New Mexico. State and Federal funding not only provides educational scholarships, and supplemental services, such as financial assistance, educational and employable training, and child care services, through TANF supplemental services.

Unfortunately, over the years funds from these resources have steadily decreased which significantly affects services in all of the program components that provide services in the Zuni community. Therefore, through a collaborated effort the Zuni Tribal Administration would like to continue its relationship with the Federal/State Governments, and request for continued support for the TANF program services due to our limited resources and remoteness.

The Zuni Tribe has made great improvements in its self-determination efforts to address its community needs, through successful programs such as TANF program. The mission of the Zuni Tribe and the goals of the TANF program will continue to support existing endeavors to promote quality program services to address the critical needs of the community. The service area for the TANF program is on the Zuni Indian Reservation located in the rural isolated area of west central New Mexico in McKinley County. This collaboration between the Zuni Tribe and State Government will continue to promote and implement the mission of the TANF program in the following areas:

- Provide assistance to needy families with children;
- Promote job preparation, "On the job Training", educational training;
- Provide youth employment; and
- Encourage the formation and maintenance, including the strengthen relationships of two-parent families with a strong Zuni traditional and cultural value.

The Zuni Education and Career Development Center (ZECDC) administers' and implements the TANF program in a "one-stop" setting concept service environment. Under this concept ZECDC administers several integrated programs (WIA, TANF, NEW, CCDF, GA, and HE) to provide

Gus Keene, Jr.
Director, ZECDC

P.O. Box 339
1203B State Hwy. 53
☎ (505) 782-7178 or 7180
☎ (505) 782-7223

Zuni, NM 87327

services based on participant's ethnicity, educational training, established financial need, and program's feasibility. Individual participants in the program receive services, which may include assessment, job referral, counseling, placement in a job, enrollment in education or training, or related services. However, large majority of the participants who are seeking assistance have various needs which include not having a high school diploma, lacking employable skills, or lacking work experience. To begin this process the Higher Education and Adult Basic Education program establishes the education requirements set forth by other components in the TANF program in accordance to the initial plan.

The primary mission of Zuni TANF is to promote and strengthen the basic skills of each participant in obtaining employable job skills, getting a GED diploma, or going through a 2/4 year educational institution for career development, including a high school education. Youth are just as important as adult, in developing their academic skills, getting good grades, and maintaining daily attendance. The program has observed an increase in student's academic achievement as students are recognized at the end of each semester. To ensure that this initiative is carried ZECDC staff continues to seek creative ways to strengthen and motivate participants to achieve their self-sufficient plan.

Needs Statement:

Participation in the program is voluntary based upon request for financial assistance and need. The intent of Zuni TANF is to demonstrate and illustrate how the program can integrate employment, training, and related services to improve the effectiveness of its services, reduce joblessness, and serve-tribally-determined goals. The program will implement all benefits and services along with other federal block grant funds to provide increased and improved delivery of services and to further encourage participation of both adults, and children in educational or work activities assignments.

The Zuni TANF program will use the State funds to provide and promote intervention and preventative services and incentives to assist young children and older youth, and adults to become self-reliant based of their "Self-Sufficiency Plan"; which allows them to gain and maintain academic achievement and substantial employment so that they no longer depend on program resources. Another concern that faces the Zuni community is a lack of youth employment and leadership to advocate for research assistance, strategic educational planning, entrepreneurial education, and to take advantage of the wealth of information and training available on a variety of resources that would empower them to become resourceful.

Governor Norman J. Cooyate has stated that, "If successful economic development programs and projects are not created, supported, and implemented in the immediate future with the purpose of creating new growth, jobs, and developing an alternative tax base, the long-term quality of life in the Zuni community will undergo serious decline". The lack of economic and employment opportunities on the Zuni reservation will widen the gap of program participant becoming self-reliant. The Zuni TANF program would provide participants the opportunity to

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Director, ZECDC

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Zuni, NM 87327

develop employable skills for youth after school with local business, programs, and agency institutions to promote and becoming an advocate in developing productive citizens.

Through education and "On the job Training" program participants, youth, and families will have better opportunities to become self-reliant, and meeting program expectations, and achieving their educational and work goals. The TANF program staff recognizes that leading program participants to self-sufficiency would ultimately attain independence. With this type of success ZECDC will have successfully maintain its focus on its goals, and will continue to advocate for continued training and educational goal setting; in developing enhanced learners and self-growers.

Plan Description and Target Population:

The funding appropriated will be used for Zuni youth, families and children receiving benefits and assistance from the tribally administered TANF program on the Zuni Indian Reservation. The funds will be used to enhance service delivery systems to keep participants motivated to actively participate in program approved work and educational activities for head of household parents. In addition the program encourages the formation and maintenance of two-parent family though healthy relationship. To establish and improve the delivery of services the following Goals have been developed:

Goals:

1. To provide in-school youth with after school "On the job training" to promote work ethics, provide job skills, and develop an awareness of career opportunities, including promoting youth leadership activities/conferences focused on "Youth, Education, and Employment".
2. To provide clothing allowance for winter; benefit payment was given to all TANF children.
3. To provide incentives to adult students (TANF) for academic achievement and obtaining post secondary educational credentials to promote educational involvement and achievement.
4. To promote and encourage the formation/maintenance of two-parent families by having couples attend "Healthy Relationships" conference to strengthen cohesiveness of relationship.

Performance Measures:

The ZECDC staff will continue to work in close coordination with the respective tribal programs, local schools, local business', branch colleges, and universities to ensure that program participants, families, and children develop effective Self-Sufficiency Plan. This process and

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procedure will allow participants to become more self-sufficient by developing better skills. In the coming funding cycle the staff will assist participants to review and modify their plans to ensure that they are able to describe their level of performance in their self-sufficient process. The process will identify trained/learned participants who have developed a knowledge base, with specific skills related to a specific employable job skill, and having a broad base of general knowledge. This will enable the participants to apply their learned skill to a related labor context. As the participants apply these skills they will be able to motivate themselves to self-facilitate the ongoing learning process to become an enhanced learner and a self-grower. All plans are reviewed and updated on a three month basis to monitor progress and for children; classroom attendance and grades will be confirmed on a quarterly basis with the schools.

- Employ eight (8) youth for after school employment. This will require written recommendations from school counselor and/or teacher to verify that students are in good standing with school attendance and academic performance; including the promotion of youth leadership activities/conferences-workshops.
- Assistance: provide winter clothing allowance to all TANF children, including other related educational expenses.
- Promote classroom attendance and academic achievement for adult students in support of the ZECDC concept of "Education First".
 - Adult students: 7 each fall/spring semester
- Lastly, continue to focus on the maintenance of two-parent families with the traditional and cultural values. Recruit 15-20 TANF couples to participate in the Healthy Relationship conference.

Through the activities outlined above, the ZECDC TANF program desires to positively impact the lives of participants, children, youth and families in the welfare systems to show individuals that through their own efforts and achievements, they can have a better and improved quality of life.

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**Zuni Tribe
TANF Program**

**Increase in Services Plan
FY 09-10**

Budget

Youth Employment

\$10,850.00

To provide eight (8) in-school youth – juniors and seniors who are TANF recipients with after school employment. To promote work ethics and provide wages.

Estimated cost:

2 hours per day @ 5 days/week = 10 hrs/week x biweekly (2) pay periods =
20 hrs/pay @ \$7.25 = \$145.00 /pay x 9.07% taxes (w/comp, FICA, ficamed) = \$158.16 x
8 youth = \$1,265.28 x 6 pay periods = \$7,591.68 total. (See detailed attachment)

To promote job preparation/work by coordinating a one (1) day youth leadership conference focused on post secondary education, career planning, job club and presentations from the world of work (different career occupations.)

Conference expenses: \$3,258.32

Customer Incentives

\$1,400.00

To provide TANF customers (adult students) who attend post secondary schools with monetary cash incentives to sustain academic achievement for Fall and Spring and semesters for: Dean's List or academic achievement (GPA 3.5 or higher), obtaining Certificate of Completion or degrees (AA, AS, BA or BS) in chosen academic fields.

Estimated cost:

Academic achievement (Deans List) or obtaining educational degrees
7 students x \$100.00 = \$700/semester (Fall & Spring) x 2
Semesters = \$1,400.00

Assistance**\$17,750.00**

To provide assistance to all TANF children to meet additional related living and/or educational expenses.

Estimated cost:

Clothing Allowance to be issued with December 2009 payments
355 children x \$50.00 = \$17,750.00

Prevention - Encourage formation/maintenance of two parent family **\$2,000.00**

Estimated cost:

To coordinate a conference for TANF couples on "Healthy Relationships"
The goal will be to complete the session and help strengthen relationships by sharing personal, cultural and traditional experiences with other TANF couples.

Conference expenses: \$2,000.00

Grand Total Budget: \$32,000

Pueblo of Zuni
 State Service Plan
 General Fund Appropriation
 FY 08-10
 Youth Employment

**Pay period dates subject to change

Wages per youth Total Weeks: 12 10 hours per week

Wages per youth	hours	Total Wages	# of youth	Total wages per PP
Mar PP# 7	20	\$145.00	8	\$1,160.00
Mar PP# 8	20	\$145.00	8	\$1,160.00
Apr PP# 9	20	\$145.00	8	\$1,160.00
Apr PP# 10	20	\$145.00	8	\$1,160.00
May PP# 11	20	\$145.00	8	\$1,160.00
June PP #12	20	\$145.00	8	\$1,160.00
				\$6,880.00 Grand Total Wages

Total Wages	(w/comp, FICA, ficensed)	# of youth	Total wages per PP
Mar PP#7	\$ 145.00	8	\$106.28
Mar PP# 8	\$ 145.00	8	\$106.28
Apr PP# 9	\$ 145.00	8	\$106.28
Apr PP# 10	\$ 145.00	8	\$106.28
May PP# 11	\$ 145.00	8	\$106.28
June PP #12	\$ 145.00	8	\$106.28
\$631.68 Grand total Fringe benefits			

Total wages	1.42% w/comp	6.20% fica	1.45% ficensed	Total wages per PP
Mar PP# 7	\$16.48	\$71.92	\$16.88	\$98.88
Mar PP# 8	\$16.48	\$71.92	\$16.88	\$98.88
Apr PP# 9	\$16.48	\$71.92	\$16.88	\$98.88
Apr PP# 10	\$16.48	\$71.92	\$16.88	\$98.88
May PP# 11	\$16.48	\$71.92	\$16.88	\$98.88
June PP #12	\$16.48	\$71.92	\$16.88	\$98.88
Total Fringes: \$56.88				\$101.28

Grand Total Wages \$6,880.00
 Grand Total Fringe Benefits \$631.68
 Budget Amount: \$ 7,511.68