

**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
GOVERNMENTAL SERVICES AGREEMENT**

This Agreement, GSA 09-630-6000-0083, is entered into, by and between the (The Navajo Nation), hereinafter referred to as the CONTRACTOR, and the New Mexico Human Services Department, hereinafter referred to as DEPARTMENT. The Agreement specifies the terms and conditions under which the CONTRACTOR will provide a/an (child support fees and program expenses) for the DEPARTMENT.

ARTICLE 1 – PURPOSE

The purpose of this AGREEMENT is to (transfer \$40,000. from Child Support Enforcement Division, CSED, to the Navajo Nation for child support fees and program expenses involving the Navajo Nation).

ARTICLE 2 – TERM OF AGREEMENT

This AGREEMENT shall become effective on July 1, 2008, or upon signature of both parties, whichever is later and shall terminate on June 30, 2009, unless amended, extended, or terminated pursuant to the terms of this AGREEMENT.

ARTICLE 3 - SCOPE OF WORK

CONTRACTOR shall perform all services detailed in Scope of Work, Exhibit A, attached to this Agreement, and incorporated herein by reference.

ARTICLE 3 - NON-DISCRIMINATION

- A. CONTRACTOR agrees to comply fully with Title IV of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this AGREEMENT, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.
- B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- C. CONTRACTOR agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of CONTRACTOR. CONTRACTOR further agrees to insert similar provisions in all sub-contracts for services allowed under this AGREEMENT under any program or activity.
- D. CONTRACTOR agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency."

ARTICLE 4 - DRUG FREE WORKPLACE

CONTRACTOR hereby assures the DEPARTMENT that it will operate a drug-free workplace and has implemented a drug-free workplace policy.

ARTICLE 5 - LOBBYING

- A. CONTRACTOR agrees that no federal funds received through the DEPARTMENT for full or partial payment under this AGREEMENT will be paid by or on behalf of CONTRACTOR to any person 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 in connection with CONTRACTOR or
 - 1. The awarding of any Federal Contract;
 - 2. The making of any federal grant;
 - 3. Entering into of any cooperative agreement; and
 - 4. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds, other than 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 or the Legislature, CONTRACTOR shall complete and submit Federal Standard Form B III "Disclosure Form to Report Lobbying," in accordance with the instructions.

ARTICLE 6 – RESPONSIBILITIES OF AGENCIES

- A. The DEPARTMENT shall act as the funding agency and transfer the day-to-day program, administrative and fiscal responsibilities to CONTRACTOR.
- B. CONTRACTOR shall:
1. Maintain administrative and fiscal responsibility for all program funds.
 2. **Use \$40,000 transferred from Human Services Department Child Support Enforcement Division, CSED, for child support fees and program expenses involving clients on the Navajo Nation. It is the intent of both parties to cooperate and share resources and expertise in addressing the provision of child support services for the children of the Nation, to facilitate the provision of these services, and to promote cooperation among agencies dedicated to providing child support services.**

ARTICLE 7 – PAYMENT

Forty thousand dollars (**\$40,000.**) of State General Funds shall be transferred by the DEPARTMENT to CONTRACTOR in one lump-sum, upon execution of this AGREEMENT and receipt by the DEPARTMENT of one payment invoice and an invoice transmittal form.

- A. CONTRACTOR shall provide the DEPARTMENT with fiscal and service data within the timeframe stated in the Responsibilities of Agencies. This information will be provided quarterly and annually or as needed to meet state and federal reporting requirements.

ARTICLE 8 – CONFIDENTIALITY

Any confidential information, as defined in state or federal law, codes, rules or regulations provided under this AGREEMENT shall not be made available to any individual or organization without prior agreement between the DEPARTMENT and CONTRACTOR or by express and specific order of a court of competent jurisdiction issued after hearing on the matter where the DEPARTMENT has had an opportunity to be heard. CONTRACTOR shall immediately notify the DEPARTMENT of any attempt, by subpoena or otherwise, to obtain access to confidential information and/or records.

ARTICLE 9 – CONDITIONS CONCERNING PAYMENT

Upon termination of this AGREEMENT or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by CONTRACTOR to the DEPARTMENT.

ARTICLE 10 – ADMINISTERING AGENCY

The administering agency is the Human Services Department of the State of New Mexico.

ARTICLE 11 - TERMINATION

This AGREEMENT may be terminated by either of the parties hereto upon written notice delivered to the other party at least forty-five (45) days prior to the intended date of termination.

ARTICLE 12 – FUND ACCOUNTABILITY

- A. The parties shall provide for strict accountability of all monies made subject to this AGREEMENT. In addition to those conditions set forth in Article 7 - Payment, as herein above set forth, CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred or disbursed to CONTRACTOR pursuant to this AGREEMENT.
- B. CONTRACTOR shall include all monies made subject to this AGREEMENT in CONTRACTOR's annual audit and shall provide the DEPARTMENT with a copy of the annual audit.

ARTICLE 13 – ACQUISITION OF PROPERTY

There shall be no real or personal property or equipment acquired by the DEPARTMENT or CONTRACTOR as a result of this AGREEMENT.

ARTICLE 14 – MAINTENANCE OF RECORDS

CONTRACTOR shall maintain fiscal and program records pertaining to this AGREEMENT for a minimum of five years.

ARTICLE 15 - AGREEMENTS

- A. This AGREEMENT shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. All amendments are subject to the approval of the DEPARTMENT before becoming effective.
- B. CONTRACTOR shall appoint the contact person for CONTRACTOR who will be responsible for negotiating any amendment(s) to this AGREEMENT.

- C. The DEPARTMENT shall appoint the contact person for the DEPARTMENT who will be responsible for negotiating any amendment(s) to this AGREEMENT.

ARTICLE 16 - ASSIGNMENTS

CONTRACTOR shall not assign any interest in this AGREEMENT or assign any claims for money due or to become due under this AGREEMENT.

ARTICLE 17 - LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this AGREEMENT.

ARTICLE 18 – EXECUTION OF DOCUMENTS

The parties agree to execute any documents necessary to implement the terms of this AGREEMENT.

ARTICLE 19 – ENTIRE DOCUMENT

This AGREEMENT incorporates all the agreements and understandings between the parties hereto, and all such agreements have been merged into this written AGREEMENT. No prior agreement, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this AGREEMENT.

ARTICLE 20 – DEBARMENT AND SUSPENSION

- A. Pursuant to 45 CFR. Part 76 and other applicable federal regulations, 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 Article;

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, federal health care programs or federal behavioral health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7 and other applicable federal statutes.
- B. CONTRACTORS' certification in Article 20.A. is a material representation of fact upon which the DEPARTMENT relied when this AGREEMENT was entered into by the parties. CONTRACTOR shall provide immediate written notice to the DEPARTMENT'S Contract Manager if, at any time during the term of this AGREEMENT, CONTRACTOR learns that its certification in Article 20.A. was erroneous on the effective date of this AGREEMENT or has become erroneous by reason of new or changed circumstances. If it is later determined that CONTRACTOR'S certification in Article 20.A. 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 the DEPARTMENT, the DEPARTMENT may terminate this AGREEMENT.
- C. As required by 45 CFR. Part 76 or other applicable federal regulations, CONTRACTOR shall require each proposed first-tier Sub CONTRACTOR whose sub-contract will equal or exceed \$25,000, to disclose to 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. CONTRACTOR shall make such disclosures available to the DEPARTMENT when it requests Sub-CONTRACTOR approval from the DEPARTMENT. If the Sub-CONTRACTOR, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the DEPARTMENT may refuse to approve the use of the Sub-CONTRACTOR.
- D. Pursuant to CFR, Title 31, Part 19, Appendix A, CONTRACTOR certifies, by signing this AGREEMENT, that it and its principals, to the best of its knowledge and belief:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal 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 transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 41. A. of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

ARTICLE 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 contract, CONTRACTOR certifies, by signing this AGREEMENT, 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 , 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. The CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. CONTRACTOR agrees to advise all employees of the availability of State publicly financed Health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
<http://insurenewmexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); CONTRACTOR agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

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IN WITNESS WHEREOF, the parties have executed the AGREEMENT as of the date of execution by all parties below.

(The Navajo Nation)

By: 

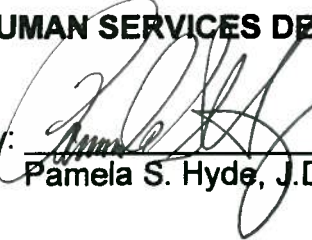
Date: APR 10 2009

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
CONTRACTOR, Office of General Counsel

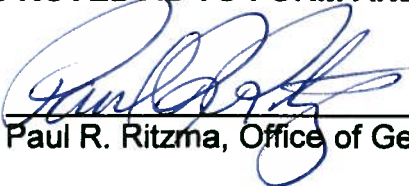
Date: 4/10/09

HUMAN SERVICES DEPARTMENT:

By: 
Pamela S. Hyde, J.D., Secretary

Date: 4/22/09

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Paul R. Ritzma, Office of General Counsel

Date: 4/16/09

**EXHIBIT A
SCOPE OF WORK**

A. SCOPE OF SERVICES

1. CSED will:

Transfer \$40,000.00 to the Navajo Nation for child support fees and program expenses involving clients on the Navajo Nation.

With funds provided for such purpose from the Nation;

- A. Recognize that the Nation will be in total control of their caseload;
- B. Identify how New Mexico will assist the Nation effort;
- C. Provide assistance, in the same manner as provided to its own support services under the IV-D program. These services include, but are not limited to:
 - 1. Access to and the use of the New Mexico Child Support Enforcement System (CSES);
 - 2. Central locate services;
 - 3. Collection services;
 - 4. Central receipt and disbursement services through the CSED State Distribution Unit (SDU);
 - 5. Technical assistance and procedural guidance;
 - 6. Child support training;
 - 7. Federal and state tax referral and intercept services;
 - 8. Financial Institution Data Match (FIDM) services;
 - 9. New hire reporting services;
 - 10. State and federal case registries.

2. The Nation will:

- A. Utilize the \$40,000.00 transferred from CSED for child support fees and program expenses.
- B. Accept and process cases referred by the state Title IV-D agencies or cases originating under the Nation's jurisdiction in accordance with applicable federal, state and tribal laws and regulations.
- C. Maintain files for and properly process all cases referred, including establishing paternity, establishing support obligations in conformity with the Navajo Nation child support guidelines, enforcing and modifying support obligations,

securing and enforcing income withholdings, liens, and other appropriate securities, collecting spousal support in appropriate cases, cooperating with other Title IV-D agencies in establishing paternity, locating non-custodial parents, and securing and enforcing orders, reviewing and adjusting support orders, and establishing and monitoring cases to recover and reimburse to the state amounts due to the State for AFDC/TANF reimbursement.

D. Cooperate with CSED in resolving customer inquiries and complaints received by CSED about child support enforcement services.

3. Change in law:

The nature of the services to be provided by CSED, and /or the Nation's access thereto, may be changed or limited, upon notice to the Nation, if required by applicable state or federal law.

4. Compliance with federal law:

Both parties will comply with Title IV-D of the Social Security Act, implementing regulations and any other applicable federal regulations and requirements.

5. Addition of other entities:

Additional Indian Nations, tribal or government entities may join this agreement by executing a document, approved in writing by CSED, accepting the terms and conditions of this agreement.