

Administrative Office of the Courts

Supreme Court of New Mexico



**STATE OF NEW MEXICO
ADMINISTRATIVE OFFICE OF THE COURTS
REQUEST FOR PROPOSALS
FOR THE FOLLOWING:**

**PROGRAM SOCIAL WORK SERVICES, AS A PART OF AN
INTERDISCIPLINARY LEGAL TEAM, FOR THE NEW MEXICO
FAMILY ADVOCACY PROGRAM**

**RFP NUMBER: SOCIAL WORK SERVICES – FISCAL YEAR 2023
(Commodity Code: 95223, Court Intervention Services)**

DATE OF ISSUANCE: APRIL 17, 2022

Proposal Deadline: MAY 17, 2022

The Procurement Code NMSA Sections 13-1-1 through 13-1-199 imposes civil and misdemeanor penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

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BACKGROUND INFORMATION

In September of 2018, the Judiciary of New Mexico was awarded a federal grant through the United States Health and Human Services Department, Children’s Bureau to improve outcomes for children and families in the child welfare system. This award is titled “Strengthening New Mexico’s Child Welfare System Through Interdisciplinary Practice” Grant Award No. 90CO1136-01-00 and runs from 2018 through 2023. The grant supports the efforts and expansion of the New Mexico Family Advocacy Program (NMFAP) (<https://nmfap.nmcourts.gov/>). The program provides parents in child welfare cases an interdisciplinary team of attorneys, social workers, and parent mentors so that families are given enhanced advocacy and support for reunification or other preferred outcomes.

The program began in 2013 in Sandoval County and through the grant has been implemented and continues to grow in the following counties: **Bernalillo** (2nd Judicial District); **Cibola, Sandoval** and **Valencia** (13th Judicial District); and **San Juan** (11th Judicial District). Expansion is now being explored for additional sites throughout the State of New Mexico with particular focus on **McKinley** (11th Judicial District) and **Doña Ana** (3rd Judicial District) counties, but all qualified responses regardless of county location will be given equal consideration. The Administrative Office of the Courts (AOC) is seeking proposals from licensed master-level social workers to provide clinical case management services as part of an interdisciplinary legal team to parents who are parties to child abuse and neglect cases.

SEQUENCE OF EVENTS

Action	Responsibility	Date
1. Issue RFP	AOC	April 17, 2022
2. Acknowledgement of Receipt	Potential Offerors	April 24, 2022
3. Deadline to Submit Written Questions	Potential Offerors	April 30, 2022
4. Response to Written Questions and RFP Amendments	AOC	May 4, 2022
5. Submission of Proposal	Offeror	May 17, 2022
6. Evaluation of Proposals and Selection of Finalists	Evaluation Committee	May 18, 2022
7. Notification of Finalists	AOC	May 19, 2022
8. Interviews with Finalists	AOC/Offeror	May 23-24, 2022
8. Finalize/Award Contract	AOC/Offeror	May 27, 2022
10. Protest Deadline	Offeror	June 6, 2022

PURPOSE OF REQUEST FOR PROPOSALS

Solicitation of Proposals

This Request for Proposals (RFP) has been developed for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory items set forth in this RFP, their proposal may be declared non-responsive.

The contract will be for an initial one-year period with an option to renew each year after the first year for no more than three additional years at the discretion of the Administrative Office of the Courts (AOC). Continuation of the contract for each additional year will be contingent upon satisfactory contract compliance by the contractor as determined by the AOC and upon sufficient funding.

All costs incurred by the offeror in the preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

Before the award is made, the AOC may conduct discussion with offerors who submit proposals that are determined to be reasonably susceptible of being selected for awards, but the award may be made without discussions.

When it is in the best interest of the State of New Mexico, this RFP may be canceled, or any and all proposals may be rejected in whole or in part.

Any contract awarded as a result of this RFP process may be terminated or reduced in scope if sufficient appropriations or authorizations do not exist. Such termination will be affected by the AOC by sending written notice to the contractor. The decision of the AOC as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

Applicants may revise or withdraw their proposal before the proposal submission deadline date and time by delivering written notice to the AOC Procurement Manager. The revision or withdrawal must be signed by the person submitting the proposal.

If it becomes necessary to revise any part of the RFP or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The AOC shall not issue a revision or supplement to the RFP less than seven working days before the deadline set for the receipt of proposals, unless the AOC extends the deadline.

Any protests of the award must be made in accordance with the Procurement Code, NMSA 1978 Section 13-1-1 through 13-1-199.

Acknowledgement of Receipt April 24, 2022 at 11:59 p.m. MDT

Potential offerors should email the "Acknowledgement of Receipt Form" (APPENDIX A) to be placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated, and returned to the Procurement Manager on **April 24, 2022 by 11:59 p.m. MDT**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential offeror's organization name shall not appear on the distribution list.

Scope of Work

The scope of this procurement includes professional services and related administrative tasks. The initial contract shall begin on or about July 1, 2022 and extends through June 30, 2023. The AOC reserves the option of renewing the initial contract on an annual basis up to the end of the federal grant, which ends on September 30, 2023, or for an additional period of time based on a possible extension of the grant and availability of funds. In no case will the contract, including renewals thereof, exceed a total of four years.

As part of the proposal, offerors must submit a narrative section that describes experience working with child welfare agencies and programs, with at risk and underserved populations, relevant work with persons dealing with substance abuse and mental health issues, and any other work related to the child welfare system. Additionally, offerors must also submit a written section that addresses each the following items, which provides an overview of the social work services that are to be provided.

Mandatory Service Components

Competently perform and provide services in compliance with the structure set out by the New Mexico Family Advocacy Program and federal grant deliverables including, but not limited to the following:

A. Provide high quality social work case management for parents who are parties to child abuse and neglect cases for the New Mexico Family Advocacy Program in one of the following: a. Third Judicial District serving **Doña Ana** county; b. Second Judicial District Children's Court and Thirteenth Judicial District serving primarily **Bernalillo** (approximately 75% cases) **and Sandoval and/or Valencia** counties (approximately 25% cases); c. Eleventh and Thirteenth Judicial Districts, serving **Cibola, McKinley and San Juan** counties; d. any other county(ies) identified by the Offerer, which may be selected based upon successful responses. In consideration of the large distances between the 3 service counties of Cibola, McKinley and San Juan counties, and potential caseloads anticipated in each area, proposals offering to serve in a limited capacity within specific service counties at half time or quarter time, which meet all other components and qualifications, will be considered at a reduced compensation rate, see Contract Amounts section of this proposal. Preference and priority will be given to proposals which include all service counties in a region or judicial district and meet all other components and qualifications. In providing high quality social work case management the following applies but is not limited to:

1. Meet and work with clients in consultation as part of their court appointed legal representation team. Case management and professional services will be in consultation with the court appointed attorney and parent peer mentor when applicable.
2. Communicate clearly and effectively and regularly coordinate team meetings with the court appointed attorney and parent peer mentor.
3. Work as a member of the court appointed legal team including but not limited to attending team staffings and other relevant meetings and engage in effective communication strategies with the team.
4. Attend court hearings and agency related meetings with the client and their legal representation team.
5. Meet with service providers, as appropriate and needed, on behalf of the client.
6. Work to identify client needs and strengths in order to create goals toward successful reunification with their child(ren) whenever possible and appropriate.
7. Work to help parents identify ways to improve their parenting, address substance abuse and/or mental health issues as implicated in the causes and conditions that may have brought the child(ren) into foster care.

8. Maintain a caseload of 15-22 parent clients, as assigned by AOC/NMFAP staff.
 9. Be available for parent clients via remote technologies, telephone or cellular telephone, email, text message and in person and virtual meetings in a variety of locations and times throughout the week as needed and appropriate.
 10. Utilize the program assigned email in conjunction with Google Drive, or the designated case management system, to perform case file management, file and document sharing, editing, data collection, evaluation, and compliance with the scope of work and carrying out duties related to high quality legal representation.
 11. Transport clients, as needed and appropriate, and maintain a valid driver's license and minimum levels of coverage on motor vehicle insurance, as required by the State of New Mexico.
- B. Maintain valid professional liability insurance and provide proof of insurance at the beginning of and anytime during the contract term, as requested by AOC program staff.
- C. Abide by the rules of confidentiality as set out in the Children's Code NMSA § 32A-1-33, the Oath of Confidentiality administered by the Children's Court, the Social Work Code of Conduct, as well as any confidentiality policies or agreements outlined in the NMFAP Practice Guide.
- D. Respond to and proactively communicate in a professional and timely manner to all program related inquiries and communications from the AOC program staff, NMFAP practitioners, and any other Child Welfare professionals, as appropriate.
- E. Collect and submit monthly case logs, which serve for both billing and data collection purposes, timely and accurately by the 15th of each month. Such data and information will be used to ensure program fidelity, inform independent grant evaluation, and will correspond with monthly invoicing.
- F. Participate in the a total of eight (8) remote NMFAP ECHO training modules or other pre-approved trainings by June 30, 2022. Any program related training should be documented in the details of the monthly invoice.
- G. Lead and/or facilitate the bimonthly training webinars associated with the NMFAP ECHO interactive training series, depending on experience and skill level with chosen topics, and in collaboration with other NMFAP practitioners and staff.
- H. Consult at least once every other week, or as often as necessary and appropriate, with NMFAP Lead Social Worker(s) in order to gather professional input and discuss any case related issues that may arise. Contractor will adhere to all confidentiality rules outlined in this Agreement and within the NMFAP Practice Guide.
- I. Meet and consult with the Lead Social Workers or other designee, as directed by the AOC, to discuss interdisciplinary practice, program fidelity and performance improvement, program case management and any program related challenges during the contract term.
- J. Consult at least once a month or as often as necessary and appropriate with the NMFAP Social Work Clinical Consultant in order to enhance and maintain professional and clinical skills in providing services to clients.
- K. Actively and professionally participate in program related surveys, data collection, meetings,

trainings, and conferences, both in and out of state, as required by the federal grant and/or the NMFAP. At the discretion and direction of the AOC program staff, federal grant funds may be used to reimburse Contractor for approved travel related expenses in relation to the above. No travel advances will be given. All reimbursements will be subject to the State of New Mexico Procurement Code and NM Judicial travel reimbursement rules.

L. Abide and comply with Court/AOC policies and procedures involving client and court case information. Contractor agrees that all information regarding a client and their case is property of the Court/AOC and must be relinquished in full at the time of a file transfer and/or separation from the program and this contract.

M. At the sole discretion and pre-authorization of AOC program staff, Contractor may be compensated for purchased goods and services that are within monetary limits set by the AOC program staff. Contractor agrees that compensation for client expenses is intended as temporary and supplemental to assist a client with reaching their court ordered service plan goals including reunification with their child(ren), and is not intended to supersede any public assistance available to the client. Contractor shall continue to actively search for appropriate and long-term solutions for the client whenever possible.

N. At the sole discretion of the AOC, Contractor may be assigned technical devices including software and/or other consumable professional equipment to assist with client engagement. Contractor will make every effort to keep any equipment issued in good working condition and, if consumable, equitably and conscientiously distributed. If equipment is delivered defective or becomes defective, Contractor will immediately inform the AOC and work with an AOC designated and approved vendor to troubleshoot and/or fix the device or equipment. Contractor shall not alter, modify or repair equipment without the knowledge and approval of the AOC. Contractor agrees to immediately notify and work with the AOC to recover any equipment which is lost, stolen or damaged. Contractor understands and agrees that equipment is not to be used for any other use than as designated within Contractor's professional capacity with the NMFAP and this agreement. Contractor will not use, sell or trade equipment to obtain personal, monetary or other gains, and will not use equipment to carry out or assist with any criminal offense. Contractor will immediately return any equipment issued from the AOC upon request as directed by the AOC and/or upon termination of this contract. Failure to return issued equipment in good working order, unless otherwise authorized and acknowledged by the AOC in writing, may result in disciplinary action, termination of this agreement, and legal action.

O. Comply with the confidentiality requirements of the New Mexico Children's Code (§ 32A-1-1 *et seq.*) and the Mental Health and Developmental Disabilities Act (§ 43-1-1 *et seq.*). All data that could contain medical records shall be considered HIPAA data, and shall be protected by the standards in the HIPAA Security Rule and Privacy Rule as defined by the U.S. Department of Health and Human Services, found at <https://www.hhs.gov/hipaa/index.html>. Contractor shall observe the HIPAA Security Rule and Privacy Rule and other industry standards and best practices when applicable to safeguard confidential and sensitive court information that is maintained on Contractor's systems, software, or any other medium belonging to Contractor, for any period of time.

P. Maintain all files, pleadings, and documents necessary for the competent representation of the client and keep records that indicate the date, amount of time, and nature of services rendered for a period of three (3) years from the date of final payment under this Agreement. A compilation of such records shall be delivered to the AOC upon request. These records shall be subject to audit by the

Department of Finance and Administration, the AOC, and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments. Case files may be kept and/or archived by electronic means, including encrypted internet storage, disk, or other media provided the means of storage is encrypted, housed in a secure, confidential location, and the Contractor maintains a secure backup system.

Contract Amounts

Annual contracts for full-time services shall range from \$65,000.00 to \$85,000.00, within Doña Ana; or within Bernalillo, Sandoval, & Valencia counties; or within San Juan, McKinley, & Cibola counties, based on federal appropriation of funds awarded to the grant. Annual contracts for part-time services solely in San Juan County would not exceed \$37,500.00. Annual contracts for quarter-time services provided in Cibola County will not exceed \$18,750.00. Annual contracts for quarter-time services provided in McKinley County will not exceed \$18,750.00. Responses for any other counties throughout the state will be evaluated and determined based on county case filings and federal appropriation of funds awarded to the grant and will be at a range from \$18,750.00 to \$85,000.00. All contracts awarded will begin in State Fiscal Year 23, beginning July 1, 2022, and end on June 30, 2023. Contracts may be renewed for a maximum of 3 additional service years at the sole authorization and discretion of the AOC. Selected offeror(s) shall perform as an independent contractor for the entire term of the contract and are solely responsible for all state, federal, local and gross receipts taxes due as well as any licenses or training costs.

Compensation

Offerors shall comply with all contracting and billing procedures of the AOC and State of New Mexico, including the accurate submission of monthly service logs, which summarizes performance with each invoice and will be used for data collection and program evaluation purposes. Offerors shall agree to submit monthly invoices to the AOC between the first and fifteenth day of each contract month, for services performed the month prior. Invoices and service log(s) shall be submitted via email to the Administrative Office of the Courts. **Invoices and logs submitted after the 15th of every subsequent service month will result in a decrease or total loss of reimbursement, at the discretion of the NMFAP Program Manager or NMFAP Program Director.** Deadlines will be enforced to ensure fidelity with the federal grant data and evaluation requirements and in compliance with state and federal financial deadlines. Payments shall be made by the AOC to the successful Offeror(s) within thirty days upon receipt of an accurate and complete invoice for service satisfactorily performed.

Experience and References

Offerors must submit a detailed narrative statement specifying the county(ies) in which services are to be provided and relevant experience including professional qualifications and other experiences related to child welfare. Please also describe any relationship(s) already established with the court appointed attorneys, the courts, or the Children, Youth and Families Department. In addition, one letter of reference from a party familiar with the offeror's related experience in the past *two* years shall be submitted with the response to the RFP. A resume must also be included.

Response Deadline May 17, 2022, at 11:59 pm MDT

Proposals **must** be received by the AOC by the above date and time to be accepted for review. Proposals are to be submitted electronically. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant.

Interaction with the AOC and the Court

The AOC will assign a staff person and a program manager, to work with the Offeror(s) to manage the contract, its requirements, and deliverables. Such management and oversight by the AOC, however, does not relieve the Offeror(s) of the primary responsibility for complying with deliverables and meeting deadlines in the contract, or other requirements as requested by the AOC and the Children's Bureau.

Basic Requirements and Conditions

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Criteria.

2. Incurring Costs

Any cost incurred by the offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

3. Prime Contractor Responsibility

Any contract that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the AOC. The AOC will make contract payments to only the prime contractor.

4. Subcontractors

Any contract that may result from this RFP shall specify that the prime contractor shall not subcontract any portion of the services to be performed under this Agreement without the written approval of the AOC.

5. Questions about the RFP

Responses will be provided only to questions submitted in writing and only to clarify information already included in this RFP. Written questions must be received by April 30, 2022, and should be sent via email to the AOC. All questions and responses must be made public to all offerors through www.nmcourts.gov.

6. Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments shall be posted through www.nmcourts.gov by May 4, 2022.

Additional written requests for clarification of distributed answers and amendments must be received by the Procurement Manager no later than three (3) days after any response and/or amendments are issued.

6. Amended Proposals

An offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The personnel of the AOC will not merge, collate, or assemble proposal materials.

7. Amendments to the RFP

If amendments to the RFP are issued, it will be posted on the NM Courts Website (www.nmcourts.gov/court-administration/request-for-proposals/). If amendment content to RFP is

needed that affect price or technical content, an amendment will be issued no later than one (1) week before the due date for proposal submissions.

8. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The offeror must submit a written withdrawal request signed by the offeror's duly authorized representative addressed to the AOC. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

9. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material which is proprietary or confidential. The AOC will not disclose or make public any pages of a proposal which the offeror has stamped or imprinted "proprietary" or "confidential," subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7, NMSA 1978.

If a request is received for disclosure of data for which an offeror has made a written request for confidentiality, the AOC shall examine the offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the offeror takes legal action within 10 days to prevent the disclosure, then the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This procurement in no manner obligates the AOC or any of its departments or agencies to the service offered until a valid written contract is approved by the AOC.

11. Termination

This RFP may be canceled at any time up to and including the deadline for submitting protests and any and all proposals may be rejected in whole or in part when the AOC determines such action to be in the best interest of the AOC and the State of New Mexico.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the contractor. The decision of the AOC as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Agreement

The AOC requires that all offerors agree to be bound by the General Requirements contained in the RFP. Any offeror concerns must be brought promptly to the attention of the AOC.

14. Governing Law

This procurement and any agreement with offerors that may result shall be governed by the laws of the State of New Mexico.

15. Basis for Proposal

Only information supplied by the AOC in writing through the AOC or in this RFP should be used as the basis for the preparation of offeror proposals.

16. Contract Terms and Conditions (see Sample Contract Appendix D)

The contract between the AOC and the Contractor or Contractors will follow the format specified by the AOC. Should an offeror object to any of the terms and conditions of the AOC as contained in this Section, then the offeror must propose specific alternative language that would be acceptable to the AOC. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the AOC and will result in disqualification of the offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. All contracts for professional services are subject to the review and approval by the AOC.

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the AOC.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the AOC and the selected offerors and will not be deemed an opportunity to amend the offerors proposal.

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any offeror who is not a responsible offeror or fails to submit a responsive offer as defined in NMSA 1978 Sections 13-1-83 and 13-1-85.

20. Right to Waive

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that, all of the otherwise responsive proposals failed to meet the same mandatory requirements, and the failure to do so does not otherwise materially affect the procurement. The right to waive minor irregularities and mandatory requirements is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The AOC reserve the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the Contractor adequately.

22. Notice of Criminal Penalties

The Procurement Code, NMSA 1978 Sections 13-1-28 through 13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kick-backs.

23. Right to Publish

Throughout the duration of this procurement process and contract term, potential offerors and Contractors must secure from the AOC written approval prior to the release of any information that pertains to the potential work or activities covered by this RFP or the subsequent contact. Failure to adhere to this requirement may result in disqualification of the offeror's proposal or termination of the contract.

24. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the AOC and the State of New Mexico.

25. Electronic Mail Address Required

The majority of the communication regarding this procurement will be conducted by electronic mail (email) and so any offeror must have a valid email address to receive correspondence.

CONTACT INFORMATION

Procurement Manager Contact Information:

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

General Counsel Contact Information:

Celina Jones
Administrative Office of the Courts
Email: aoccaj@nmcourts.gov

PROPOSAL SUBMISSIONS

All proposals shall be communicated to:

Kerry Armour
Administrative Office of the Courts
Email: aockla@nmcourts.gov

PROPOSAL FORMAT AND ORGANIZATION

1. Number of Responses
Offerors may submit more than one proposal. If submitting more than one proposal, then the offeror shall identify each proposal as distinct from any other submission.
2. Proposal Submittal
Offerors shall email their proposal on or before the closing date and time for receipt of proposals.
3. Proposal Format
In order to facilitate the analysis of responses to the RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten and submitted as a PDF with standard 8.5x11 pages.
4. Proposal Organization
The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated:

- a) Letter of Transmittal (APPENDIX B)
- b) Table of Contents
- c) Proposal
- d) Response to Evaluation Criteria (1-Eligibility and Program Components; 2-Financial Requirements; 3-Experiences, References and Resume)
- e) Campaign Contribution Form (APPENDIX C)
- f) Offeror's Additional Terms and Conditions (if any)
- g) Other Supporting Material

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis. Offerors may attach other materials which may improve the quality of their responses. However, these materials should be included as items in a separate appendix.

5. Letter of Transmittal (APPENDIX B)

Each proposal must be accompanied by a Letter of Transmittal. The letter of transmittal MUST:

- a) identify the RFP being responded to;
- b) identify the submitting firm;
- c) identify the name and title of the person authorized to contractually obligate the firm;
- d) identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the firm;
- e) identify the names, titles, and telephone numbers of the persons to be contacted for clarification;
- f) explicitly indicate acceptance of the Conditions Governing the Procurement;
- g) be signed by the person authorized to contractually obligate the individual;
- h) acknowledge receipt of any and all amendments to this RFP; and
- i) include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

6. Resumes

Each proposal must attach the most recent resumes of the offeror.

7. Campaign Contribution Disclosure

Potential offerors must submit with their response the "Campaign Contribution Disclosure Form" (APPENDIX C) pursuant to NMSA 1978, Section 13-1-191.1 (2007).

EVALUATION

Process

A representative of the AOC will open the proposals immediately after the deadline and will record them in the proposal log. An evaluation committee will review all proposals based on the published criteria and may, or may not, request an oral presentation by offerors. Proposals must be in electronic format. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the AOC in coordination with the evaluation committee of is final. The AOC may contact the offeror for clarification. The evaluation committee may use additional sources of information to complete an evaluation.

Proposals deemed to be responsive will be evaluated by the evaluation committee based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If offerors are requested to submit best and final responses then they will have points recalculated based on the best and final response. The responsible offeror whose proposal is most advantageous to the AOC when taking evaluation criteria into consideration will be recommended for contract award. It is important to note that any serious deficiency in any one factor may be grounds for rejection despite the overall score.

The AOC will send an email with the award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

1. Notification of Finalists

The Procurement Manager will notify the finalist offerors on May 19, 2022. Only finalists will be invited to participate in the subsequent steps of the procurement.

2. Best and Final Offers from Finalists

Finalist Offerors *may* be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. All written responses must be received by AOC no later than 5:00 p.m. MDT on May 20, 2022.

3. Finalize and Award Contract(s)

The contract(s) shall be finalized and awarded to the Offeror(s) whose proposal(s) is/are most advantageous on May 27, 2022. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the AOC reserves the right to finalize a contract with the next most advantageous Offeror(s) without undertaking a new procurement process. The most advantageous proposal(s) may or may not have received the most points in the evaluation process. The award is subject to the appropriate State approvals. Award of the contract(s) will not vest any Offeror(s) with contract rights, and any contract(s) will not be binding until contract execution and approval. Award occurs at the time a contract mutually acceptable to the AOC, and the successful Offeror(s) has been finalized.

4. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at 5:00 pm MDT on June 9, 2022. Protest must be written and must include the name and address of the protestor. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted. All protests shall be communicated to:

Joanna Jimenez, Protest Manager
Administrative Office of the Courts
Email: aocjmj@nmcourts.gov

Criteria

EVALUATION POINT TABLE: The following is a summary of evaluation factors with a point value assigned to each factor. These weighted factors will be used in the evaluation of individual Offeror proposals.

Factor	Score/Points Available	Rationale for Score
1. Applicant’s experience working with the New Mexico Family Advocacy Program	_____/15	
2. Applicant’s experience working with persons dealing with mental health and/or substance abuse issues	_____/15	
3. Applicant’s experience working with the child welfare system or social services organizations/agencies	_____/15	
4. Applicant’s understanding of interdisciplinary practice, purpose of the program and ability to implement program components	_____/10	
5. Applicant’s ability to work with program social workers, attorneys, parent peer mentors and others in interdisciplinary practice	_____/10	
6. Applicant’s ability to perform high-quality social work case management services to vulnerable populations	_____/15	
7. Applicant’s demonstrated cultural competence and plan for continuing education	_____/10	
8. Applicant’s ability to follow instructions and provide information as required by the RFP	_____/10	

APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS

NM FAMILY ADVOCACY PROGRAM SOCIAL WORKER

In acknowledgement of receipt of this Request for Proposal (RFP), the undersigned agrees that s/he/they has received a complete copy, beginning with the title page and table of contents, and ending with Attachments.

The acknowledgement of receipt should be signed and emailed to the AOC Procurement Manager no later than 11:59 p.m. MDT on April 24, 2022. Only potential Offerors who elect to return this form, which has been completed with the indicated intention of submitting a proposal, will receive copies of all Offeror written questions and the AOC’s written responses to those questions, as well as any RFP amendments that may be issued.

ORGANIZATION: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

This name and address will be used for all correspondence related to the Request for Proposal.

Your firm does/does not (circle one) intend to respond to this Request for Proposal.

Send Acknowledgement to:

Kerry Armour, Procurement Manager
Administrative Office of the Courts
Email: aockla@nmcourts.gov

APPENDIX B: LETTER OF TRANSMITTAL

RFP NUMBER: _____
APPLICANT: _____
ADDRESS: _____
TELEPHONE: _____
FAX: _____
E-MAIL: _____
PROPOSAL DATE: _____
PROPOSAL DEADLINE: _____
FEDERAL TAX NUMBER: _____
NM GROSS RECEIPTS TAX NUMBER: _____
ACCEPTANCE: _____
ACKNOWLEDGEMENTS: _____
TOTAL COST AND CERTIFICATION \$ _____

The proposer understands that the AOC reserves the right to reject any or all proposals and to waive any irregularities in order to award the bid in the best interest of the State of New Mexico.

I hereby certify that I am authorized to act on behalf of the company making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

Signature

Date

APPENDIX C: CAMPAIGN CONTRIBUTION FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

Pursuant to the Procurement Code NMSA 1978, Section 13-1-191.1 (2007), any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body.

A prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period.

Furthermore, pursuant to NMSA 1978 Section 13-1-181 the state agency or local public body may cancel a solicitation or proposed award for a proposed contract or a contract that is executed may be terminated pursuant to NMSA 1978 Section 13-1-182 if:

- 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process, or,
- 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a response to a proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a competitive proposal.

“Campaign contribution” means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law, or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made:

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____
(Attach extra pages if necessary)

Signature Date Title (position)

--OR--
NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date Title (position)

APPENDIX D: SAMPLE CONTRACT

Contract No. _____

STATE OF NEW MEXICO PROFESSIONAL SERVICES CONTRACT SOCIAL WORK CHILDREN'S COURT

THIS AGREEMENT is made and entered into this 1st day of July 2022, by and between the State of New Mexico, Administrative Office of the Courts, hereinafter referred to as the AOC, and _____, hereinafter referred to as the Contractor for the purpose of providing social work case management for abuse and neglect cases assigned under the New Mexico Family Advocacy Program, hereinafter referred to as the NMFAP, through the Strengthening New Mexico's Child Welfare Systems Through Interdisciplinary Practice federal grant.

Address of Contractor:

Phone Number of Contractor:

E-mail Address:

DFA Supplier #:

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall competently perform and provide services in compliance with the structure set out by the NM Family Advocacy Program and federal grant deliverables including, but not limited to the following:

A. Provide high quality social work case management for existing and new abuse and neglect cases for the New Mexico Family Advocacy Program in the _____ Judicial District Children's Courts, serving _____ county(ies). In providing high quality social work case management the following applies but is not limited to:

1. Meet and work with clients in consultation as part of their court appointed legal representation team. Case management and professional services will be in consultation with the court appointed attorney and parent peer mentor when applicable.
2. Work as a member of the court appointed legal team including but not limited to attending team staffings and other relevant meetings and engage in effective communication strategies with the team.
3. Communicate clearly and effectively and regularly coordinate team meetings with the court appointed attorney and parent peer mentor.
4. Attend court hearings and agency related meetings with the client and their legal representation team.
5. Meet with service providers, as appropriate and needed, on behalf of the client.
6. Work to identify client needs and strengths in order to create goals toward successful reunification with their child(ren) whenever possible and appropriate.
7. Work to help parents identify ways to improve their parenting, address substance abuse and/or mental health issues as implicated in the causes and conditions that may have brought the child(ren) into foster care.

8. Maintain a caseload of 15-22 parent clients, as assigned by AOC/NMFAP staff.
 9. Be available for parent clients via remote technologies, telephone or cellular telephone, email, text message and in person and virtual meetings in a variety of locations and times throughout the week as needed and appropriate.
 10. Utilize the program assigned email in conjunction with Google Drive, or the designated case management system, to perform case file management, file and document sharing, editing, data collection, evaluation, and compliance with the scope of work and carrying out duties related to high quality legal representation.
 11. Transport clients, as needed and appropriate, and maintain a valid driver's license and minimum levels of coverage on motor vehicle insurance, as required by the State of New Mexico.
- B. Maintain valid professional liability insurance and provide proof of insurance at the beginning of and anytime during the contract term, as requested by AOC program staff.
- C. Abide by the rules of confidentiality as set out in the Children's Code NMSA § 32A-1-33, the Oath of Confidentiality administered by the Children's Court, the Social Work Code of Conduct, as well as any confidentiality policies or agreements outlined in the NMFAP Practice Guide.
- D. Respond to and proactively communicate in a professional and timely manner to all program related inquiries and communications from the AOC program staff, NMFAP practitioners, and any other Child Welfare professionals, as appropriate.
- E. Collect and submit monthly case logs, which serve for both billing and data collection purposes, timely and accurately by the 15th of each month. Such data and information will be used to ensure program fidelity, inform independent grant evaluation, and will correspond with monthly invoicing.
- F. Participate in the a total of eight (8) remote NMFAP ECHO training modules or other pre-approved trainings by June 30, 2022. Any program related training should be documented in the details of the monthly invoice.
- G. Lead and/or facilitate the bimonthly training webinars associated with the NMFAP ECHO interactive training series, depending on experience and skill level with chosen topics, and in collaboration with other NMFAP practitioners and staff.
- H. Consult at least once every other week, or as often as necessary and appropriate, with NMFAP Lead Social Worker(s) in order to gather professional input and discuss any case related issues that may arise. Contractor will adhere to all confidentiality rules outlined in this Agreement and within the NMFAP Practice Guide.
- I. Meet and consult with the Lead Social Workers or other designee, as directed by the AOC, to discuss interdisciplinary practice, program fidelity and performance improvement, program case management and any program related challenges during the contract term.
- J. Consult at least once a month or as often as necessary and appropriate with the NMFAP Social Work Clinical Consultant in order to enhance and maintain professional and clinical skills in providing services to clients.
- K. Actively and professionally participate in program related surveys, data collection, meetings, trainings, and conferences, both in and out of state, as required by the federal grant and/or the NMFAP.

At the discretion and direction of the AOC program staff, federal grant funds may be used to reimburse Contractor for approved travel related expenses in relation to the above. No travel advances will be given. All reimbursements will be subject to the State of New Mexico Procurement Code and NM Judicial travel reimbursement rules.

L. Abide and comply with Court/AOC policies and procedures involving client and court case information. Contractor agrees that all information regarding a client and their case is property of the Court/AOC and must be relinquished in full at the time of a file transfer and/or separation from the program and this contract.

M. At the sole discretion and pre-authorization of AOC NMFAP program staff, Contractor, may be compensated for purchased goods and services as further described below and within monetary limits set in the Compensation section of this agreement that:

1. support a respondent-parent's successful completion of their court-ordered case plan
2. assist the Contractor and other court appointed NMFAP team members to provide consultation and services to the client, particularly in navigating the current public health crisis

Examples of authorized goods and services to be compensated include but are not limited to the following:

1. transportation and transportation related expenses (to attend court ordered services, hearings, visitations, etc.)
2. application fees and registration (for obtaining identification, treatment, services, housing, education, etc.)
3. household items, hygiene products/kits (masks, gloves, face shields, soap, shaving kit, etc.)
4. office supplies (writing tablets/paper, pens, copy fees, etc.)
5. supplies for children (school supplies, educational games or toys which foster quality visitation with client's children)
6. temporary housing accommodations (emergency/health related circumstances)
7. cell phone, other communication device (which allows client to participate with court hearings, visitation with their children, consult with their legal team)
8. grocery or food items (interim while applying for food assistance or other emergency situation)

N. Contractor agrees that compensation for client expenses is intended as temporary and supplemental to assist a client with reaching their court ordered service plan goals including reunification with their child(ren), and is not intended to supersede any public assistance available to the client. Contractor shall continue to actively search for appropriate and long-term solutions for the client whenever possible.

O. At the sole discretion of the AOC, Contractor may be assigned technical devices including software and/or other consumable professional equipment to assist with client engagement. Contractor will make every effort to keep any equipment issued in good working condition and, if consumable, equitably and conscientiously distributed. If equipment is delivered defective or becomes defective, Contractor will immediately inform the AOC and work with an AOC designated and approved vendor to troubleshoot and/or fix the device or equipment. Contractor shall not alter, modify or repair equipment without the knowledge and approval of the AOC. Contractor agrees to immediately notify and work with the AOC to recover any equipment which is lost, stolen or damaged. Contractor understands and agrees that equipment is not to be used for any other use than as designated within

Contractor's professional capacity with the NMFAP and this agreement. Contractor will not use, sell or trade equipment to obtain personal, monetary or other gains, and will not use equipment to carry out or assist with any criminal offense. Contractor will immediately return any equipment issued from the AOC upon request as directed by the AOC and/or upon termination of this contract. Failure to return issued equipment in good working order, unless otherwise authorized and acknowledged by the AOC in writing, may result in disciplinary action, termination of this agreement, and legal action.

P. Comply with the confidentiality requirements of the New Mexico Children's Code (§ 32A-1-1 *et seq.*) and the Mental Health and Developmental Disabilities Act (§ 43-1-1 *et seq.*). All data that could contain medical records shall be considered HIPAA data, and shall be protected by the standards in the HIPAA Security Rule and Privacy Rule as defined by the U.S. Department of Health and Human Services, found at <https://www.hhs.gov/hipaa/index.html>. Contractor shall observe the HIPAA Security Rule and Privacy Rule and other industry standards and best practices when applicable to safeguard confidential and sensitive court information that is maintained on Contractor's systems, software, or any other medium belonging to Contractor, for any period of time.

Q. Maintain all files, pleadings, and documents necessary for the competent representation of the client and keep records that indicate the date, amount of time, and nature of services rendered for a period of three (3) years from the date of final payment under this Agreement. A compilation of such records shall be delivered to the AOC upon request. These records shall be subject to audit by the Department of Finance and Administration, the AOC, and the State Auditor. The AOC shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the AOC to recover excessive or illegal payments. Case files may be kept and/or archived by electronic means, including encrypted internet storage, disk, or other media provided the means of storage is encrypted, housed in a secure, confidential location, and the Contractor maintains a secure backup system.

2. COMPENSATION

- A. Compensation for the Contractor's service shall be paid exclusively from funds appropriated to the AOC. Payments pursuant to this Agreement shall provide compensation for all service performed herein. The Contractor shall receive no other compensation from the State for services performed pursuant to this Agreement.
- B. The Court shall pay to the Contractor \$ _____ for full-time/part-time/quarter-time services satisfactorily performed, inclusive of gross receipts taxes. Payment shall be made in twelve equal monthly payments in the amount of \$ _____. Contractor is responsible for payment of all local, state, and federal taxes as due.
- C. Invoices and service log(s) shall be submitted to the Administrative Office of the Courts, via email, to aocjlv@nmcourts.gov, **on or after the 1st but no later than the 15th of every month, for services completed in the prior month.** Invoices and logs submitted after than the 15th of every subsequent service month will result in decreased or loss of reimbursement, at the discretion of the NMFAP Program Manager or NMFAP Program Director. This deadline will be enforced to ensure fidelity with the federal grant data and evaluation requirements.
- D. Each invoice must be dated and have an electronic signature or original signature. Invoices should also include an accurate but brief summary of services performed along with the number of court cases/clients served. Contractor agrees to provide accurate information as required in both the invoice and service log(s). The NMFAP program staff will provide Contractor with a

template of an invoice and service log upon full execution of this contract.

- E. Upon acceptance that the services have been received and accepted, payment shall be tendered to the Contractor, within thirty (30) days of the date the invoice is received by the AOC. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. AOC shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. If the AOC finds that the services are not acceptable, 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.
- F. If the AOC finds that the services are not acceptable and/or are inaccurately reported, AOC staff shall provide the Contractor with a written explanation for the defect or objection and outline steps the Contractor may take in order to provide immediate remedial action. Pending the outcome of the correction(s) requested, payment to the Contractor may be delayed and/or reduced at the discretion of the NMFAP/AOC management.
- G. At the sole discretion and pre-authorization of the AOC NMFAP management, the Contractor may be reimbursed a maximum of \$ _____, inclusive of gross receipts tax, for the purchase of goods and services as outlined in Paragraphs M. and N., in the Scope of Work above.
- H. Contractor agrees to abide by the compensation rules and authorizations set out by the AOC NMFAP program staff regarding client-related expenses as outlined in Paragraphs M. and N. in the above agreement's Scope of Work. Contractor shall submit adequate and legible receipts and reimbursement paperwork on the 15th and 1st of every month for any requested reimbursement of client-related expenses incurred within 30 days of purchase to aocjlv@nmcourts.gov. Upon acceptance that sufficient reimbursement paperwork and receipts have been accurately submitted, payment shall be tendered to the Contractor within thirty (30) days of the date the paperwork is approved and accepted by AOC NMFAP program staff. AOC shall not incur late charges, interest, or penalties for failure to make payments within the time specified herein.
- I. The AOC will provide Contractor with a pre-approved list of allowable expenditures under \$100.00, which can be purchased at the discretion of the Contractor, within the limits set out above in Paragraph G. For **any and all other purchases and for those exceeding \$100.00**, Contractor shall gain authorization in writing from AOC program staff **prior** to purchasing. Contractor understands and agrees that any purchase not authorized in writing by AOC NMFAP staff will not be compensated.

3. TERM

This Agreement shall not become effective until approved by the Administrative Office of the Courts. The term of this agreement shall begin July 1, 2022 and shall terminate June 30, 2023, unless sooner terminated.

4. TERMINATION

A. This Agreement shall terminate at the end of the contract term. This Agreement may be sooner terminated without cause by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party shall nullify obligations already incurred. If the effective date of the termination occurs prior to the end of the month, the Contractor shall be paid a pro-rated portion of the month specified in paragraph 2(B).

B. Default by either party is cause for termination, provided that written notice is given the other

party at least 14 days before such termination shall occur. Default is construed to include any of the following events:

1. if the Contractor fails to provide the services set forth herein; or
2. if either party fails to comply with the terms of the Agreement.

5. STATUS OF CONTRACTOR

A. The Contractor and the Contractor's agents and employees are independent contractors performing professional services and are not employees of the State of New Mexico and shall not accrue leave, retirement, insurance, bonding, use of state vehicle, or receive benefits afforded to the employees of the State of New Mexico as a result of this Agreement. 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 the State of New Mexico to any obligations not assumed herein by the State of New Mexico, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.

B. The Contractor shall avoid employment that would be in conflict with the Contractor's duties under this agreement or give the appearance of impropriety.

6. ASSIGNMENT

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

7. SUBCONTRACTING/DELEGATION

The Contractor **shall not** subcontract any portion of the services to be performed under this Agreement without the written approval of the AOC.

8. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations for expenditures being made by the Health and Human Services Department through the Administration for Children and Families and the Children's Bureau pursuant to the Strengthening Child Welfare Systems to Achieve Expected Child and Family Outcomes Grant and for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall, notwithstanding the provisions of any other paragraph, terminate on the Contractor's receipt of written notice of termination from the AOC. The AOC's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the Contractor and shall be final. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. The Contractor's obligations upon termination are defined in Paragraph 4 of this Agreement.

9. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the AOC, its officers and employees, and the State of New Mexico from all liability, claims, and obligations arising from or under this Agreement.

10. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement or as outlined in the NMFAP Practice Guide shall be kept confidential and shall not be made available to any individual or organization by the Contractor, without the prior written approval of the AOC. This provision shall extend indefinitely beyond the terms of this Agreement.

11. PRODUCT OF SERVICES; COPYRIGHT

All material developed specifically by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the AOC not later than the termination date of this Agreement. No such material developed, in whole or in part, by the Contractor under this Agreement shall be subject of an application for copyright by or on behalf of the Contractor.

12. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

The Contractor warrants that the Contractor presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. 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. PENALITES FOR VIOLATION OF LAW

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Supreme Court and Governor of the State of New Mexico. Violation(s) of the law which may result in a felony conviction may be grounds for immediate termination of this Agreement at the discretion of the AOC.

14. MERGER

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

15. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties to the Agreement and all other required signatories. If the AOC proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

16. 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 Agreement, 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 Agreement.

17. WORKER'S 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 Agreement may be terminated by the AOC.

18. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the AOC and the State of New Mexico from all actions, proceedings, 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 Agreement, caused by the negligent act or failure to act of the Contractor, if acting within the scope of their

profession and pursuant to this agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor under this Agreement, is brought against the Contractor, the Contractor shall, no later than two (2) days after it receives notice thereof, notify the legal counsel of the AOC and the Risk Management Division of the New Mexico General Services Department by certified mail. As an independent contractor, Contractor is not covered by or entitled to representation by the Risk Management Division of the New Mexico General Services Department.

19. INVALID TERM OR CONDITION.

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

20. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

21. NOTICES

Any notice required to be given to either party by this Agreement 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, or by email as follows:

To the Court: **NM Family Advocacy Program**
 Administrative Office of the Courts
 aocjlv@nmcourts.gov

To the Contractor: **Name**
 Address
 Email
 Phone

22. AUTHORITY.

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

23. EFFECTIVE DATE

This Agreement is not effective until signed by all parties and is effective on the date specified in Paragraph 3 of this Agreement.

Signed by the parties on the dates indicated:

Administrative Office of the Courts

BY: _____
Arthur Pepin, Director

Date: _____

Contractor

BY: _____

Date: _____

THE FOLLOWING ARE NEITHER PARTIES NOR PRIVIES TO THIS AGREEMENT:

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is registered for payment of the New Mexico gross receipts tax. Taxation and Revenue is only verifying registration and will not confirm or deny any taxability statements contained in this contract.

Yes _____

CRS # XX-XXXXXX-XX-X

No _____

The Records of the Taxation and Revenue Department reflect that the CONTRACTOR is exempt from payment of the New Mexico gross receipts tax.

Yes _____

CRS # XX-XXXXXX-XX-X

No _____

BY: _____
Taxation and Revenue Department

Date