

# Administrative Office of the Courts

Supreme Court of New Mexico

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STATE OF NEW MEXICO  
ADMINISTRATIVE OFFICE OF THE COURTS

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**SAFE EXCHANGE & SUPERVISED VISITATION SERVICES**  
**in**  
**GRANT, HIDALGO & LUNA COUNTIES**  
**(SIXTH JUDICIAL DISTRICT COURT)-FY21**

ISSUE DATE: APRIL 17, 2020

SUBMISSION DEADLINE: MAY 15, 2020

DECISION DATE: June 3, 2020

The Procurement Code, NMSA 1978, Sections 13-1-1 to 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 kickbacks.

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## **I. INTRODUCTION**

### **A. PURPOSE OF THIS REQUEST FOR PROPOSALS**

This RFP is being issued to hire one or more contractors to provide Safe Exchange & Supervised Visitation services in six counties: pursuant to NMSA Section 40-12-5.1.

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 Judicial District and 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 Judicial District and the AOC and upon sufficient funding.

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, the proposal will be declared non-responsive.

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, whether or not the Offeror is a successful Offeror.

Before the award is made, the Judicial District and the AOC may conduct discussions with Offerors who submit proposals that are determined to be reasonably expected to be selected for awards, but the award(s) may be made without such discussions.

When it is in the best interests of the State of New Mexico, the RFP may be canceled, and 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 sending written notice to the contractor. The AOC's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

If the determination is made that there is insufficient funding to continue or finalize a program, the contractor will be compensated to the level of services performed, as authorized by the Judicial District and the AOC prior to that determination. This provision, however, is not exclusive and does not waive other legal rights and remedies afforded the AOC in such circumstances as the contractor defaults or breach of the contract.

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

**B. VISION AND MISSION**

Children residing in the State of New Mexico will be able to have safe and conflict-free relationships with their parents and family. The Safe Exchange & Supervised Visitation (SESV) program will offer safe and nurturing environments in which to monitor visits and exchanges between children, their parents and other family members, as referred by the Courts.

**C. SUMMARY OF SCOPE OF WORK**

The Administrative Office of the Courts is soliciting proposals for one or more contractors to provide Safe Exchange & Supervised Visitation services in the 11th Judicial District (San Juan County) pursuant to NMSA Section 40-12-5.1.

According to the statute, a judicial district may create a Safe Exchange & Supervised visitation program by local court rule approved by the Supreme Court. “The program shall be used when, in the opinion of the court, the best interests of the child are served if confrontation or contact between the parents is to be avoided during exchanges of custody or if contact between a parent and a child should be supervised.” The District Court may employ one or more contractors for Safe Exchange & Supervised Visitation services by a person (1) with whom a child may be left by one parent for a short period while waiting to be picked up by the other parent; or (2) to supervise visits among one or both parents and the child.

**D. SCOPE OF PROCUREMENT**

The scope of this procurement includes professional services and related administrative tasks. The initial contract shall begin on or about July 1, 2021 and may extend through June 30, 2025. The AOC reserves the option of renewing the initial contract on an annual basis. In no case will the contract, including renewals thereof, exceed a total of four years.

**E. PROCUREMENT MANAGER**

The AOC has designated a Procurement Manager who is responsible for the conduct of this procurement:

Kerry Armour  
Procurement Manager  
Administrative Office of the Courts  
237 Don Gaspar, Room 25  
Santa Fe, NM 87501-2178  
Phone (505) 827-4393

E-mail [aockla@nmcourts.gov](mailto:aockla@nmcourts.gov)

All submissions should be sent via email to the email address above. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Offerors

may contact *only* the Procurement Manager regarding the procurement. Other employees do not have the authority to respond on behalf of the AOC.

Written inquiries may also be submitted in the form of an e-mail to Kerry Armour at: [aockla@nmcourts.gov](mailto:aockla@nmcourts.gov)

## **F. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

**“AOC”** means the New Mexico Administrative Office of the Courts.

**“Contract”** means an agreement for the procurement of items of tangible personal property or professional services and related administrative tasks.

**“Contractor”** means a successful Offeror.

**“Court”** and **“District Court”** mean the court situated in the county or counties proposed for services, in the judicial district listed in this subsection, and include the judges, judicial officers, court executive officers, and others designated by the Court to handle this RFP and the resulting contractual agreement.

**“Court Standards”** means the *New Mexico Court Standards for Safe Exchange & Supervised Visitation*, or any successor standards, as adopted by the Administrative Office of the Courts.

**“Evaluation Committee”** means a body appointed by the Judicial District and the AOC to perform the evaluation of Offeror proposals.

**“Finalist”** is defined as an Offeror who meets all the mandatory specifications of the Request for Proposals and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

**“Judicial District”** means the Thirteenth Judicial District Court, including referring judges, judicial officers and Court staff.

**“Offeror”** means any person, firm, corporation, organization, or partnership choosing to submit a proposal.

**“Parent Fees”** mean any fees charged by the local program to parents for services they receive which may include fees for safe exchanges, supervised visits, therapeutic visits, intake, drug testing, or other services requested by the referring Court.

**“Procurement Manager”** means the person or designee authorized by the AOC to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

**“Request for Proposals” or “RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

**“Responsive Offeror”** means an Offeror who submits a responsive proposal and who has furnished when required, information and data to demonstrate that the Offeror’s financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services or items of tangible personal property or professional services described in the proposal.

**“Responsive Offer” or “Responsive Proposal”** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals.

**“Safe Exchange”** is the supervision of the transfer of a child from the custodial to the noncustodial parent at the start of the parent/child contact and back to the custodial parent at the end of the contact. The supervision is usually limited to the exchanges, with the remainder of the noncustodial parent/child contact unsupervised. Safe exchanges may be supervised on or off the service provider’s site.

**“Standards”** means the *New Mexico Court Standards for Safe Exchange & Supervised Visitation*, or any successor standards, as adopted by the Administrative Office of the Courts.

**“Statewide Program Manager”** means the individual assigned by the AOC to manage the overall project and administer the contractual agreement.

**“Supervised Visitation”** describes parent/child contact overseen by a third party. The visitation may include contact between a noncustodial parent and one or more children in the presence of a third person, in which the only focus is the protection and safety of the child and adult participants.

**“Therapeutic Visitation”** means conjoint parent/child therapy conducted by a licensed or certified mental health professional that is also trained to provide supervised visitation. Therapeutic supervision may also include a student or intern in training for a post-graduate degree who is under the direct supervision of a licensed or certified mental health professional.

## **G. BACKGROUND INFORMATION**

New Mexico has a unified court system composed of five types of courts: the Magistrate Court and Metropolitan Court are courts of limited jurisdiction; the District Court is a court of general jurisdiction; the Court of Appeals and Supreme Court have appellate jurisdiction. The Administrative Office of the Courts serves as the administrative arm of the Supreme Court, and provides administrative and technical assistance to all State courts. The director is assisted by personnel who specialize in the areas of special court services, personnel management, public information, planning, research, finance, internal audit, data processing, and general counsel.

The District Court, in addition to being the trial court of general jurisdiction, has appellate jurisdiction over all cases in inferior courts. It has exclusive jurisdiction in all matters involving domestic relations, domestic violence, juveniles, and all cases not excepted in the Constitution or by law. The state's thirty-three counties are divided into thirteen judicial districts, eleven of which are multi-county. Within these thirteen districts are thirty-three district court locations served by approximately ninety full-time judges.

Chapter 40 of the Domestic Relations Code, NMSA 1978, as amended, allows each judicial district to create a program for Safe Exchange & Supervised Visitation services as follows:

### **Section 40-12-5.1. SUPERVISED VISITATION PROGRAM.**

A. A judicial district may establish a "Safe Exchange & Supervised visitation program" by local court rule approved by the supreme court. The Safe Exchange & Supervised visitation program shall be used when, in the opinion of the court, the best interests of the child are served if confrontation or contact between the parents is to be avoided during exchanges of custody or if contact between a parent and a child should be supervised. In a Safe Exchange & Supervised visitation program, the district court may employ or contract with a person:

- (1) with whom a child may be left by one parent for a short period while waiting to be picked up by the other parent;  
or
- (2) to supervise visits among one or both parents and the child.

B. A parent may request the services of the Safe Exchange & Supervised visitation program or the court may order that the program be used.



C. Parents shall pay the cost of the Safe Exchange & Supervised visitation program pursuant to a sliding fee scale approved by the supreme court. The sliding fee scale shall be based on ability to pay for the service. The fees shall be paid to the district court to be credited to the fund.

The Administrative Office of the Courts allocates legislative appropriations to support Safe Exchange & Supervised Visitation (SESV) programs in the First, Second, Third, Fourth, Fifth, Sixth, Eighth, Eleventh, and Thirteenth Judicial Districts. For Fiscal Year 2020, \$835,000.00 (eight hundred and thirty-five thousand dollars) in appropriated funding was set aside for local program operations by 13 providers in the judicial districts. Program funding is mainly allocated based on achievement of contractual performance targets in the previous year; thus, individual programs may receive more or less funding than in the prior year. For a *new* program, consideration will be given to an Offeror's ability to provide services, the term of the contract, and the potential caseload in the area.

In the past few years, the AOC has concentrated on the following program activities:

- Ensuring adequate appropriations from the New Mexico Legislature for Safe Exchange & Supervised Visitation programs across the state;
- Creating a structure of accountability for Safe Exchange & Supervised Visitation programs;
- Implementing the *New Mexico Court Standards for Safe Exchange & Supervised Visitation*, standards of practice to ensure the safety of children, and identifying methods to evaluate the performance of providers against the standards;
- Providing training and professional development for SESV service providers, including developing and updating a website;
- Evaluating the performance of the Safe Exchange & Supervised Visitation program in New Mexico;
- Implementing the *Best Practice Manual and Assessment Tool*;
- Operating a statewide data collection and reporting system that accurately reflects progress toward specific measurable outcomes for the program.

The Administrative Office of the Courts adopted the *New Mexico Court Standards for Safe Exchange & Supervised Visitation* revised on July 1, 2016. For a copy of the *Court Standards*, please see <https://safeexchange.nmcourts.gov/index.php/standards-of-practice.html>. The document establishes minimum standards of practice for the provision of Safe Exchange & Supervised Visitation services. Potential contractors must achieve and maintain compliance with the *Court Standards* by the effective date of the contract, unless otherwise negotiated by the AOC and District Court.

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule for the procurement and describes the major procurement events and the conditions governing the procurement.

**A. SEQUENCE OF EVENTS**

The Procurement Manager will make every effort to adhere to the following schedule:

	<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1.	Issue RFP	AOC	April 17, 2020
2.	Deadline to Submit Acknowledgement of Receipt of Proposal	Potential Offeror	April 28, 2020
3.	Deadline to Submit Questions	Potential Offeror	April 28, 2020
4.	Response to Written Questions and RFP Amendments	AOC	May 5, 2020
5.	Submission of Proposal	Offeror	May 15, 2020
6.	Campaign Contribution Disclosure	Offeror	May 15, 2020
7.	Evaluation of Proposals and Selection of Finalists	Evaluation Committee	May 18-21, 2020
8.	Notification of Finalists	AOC	May 22, 2020
9.	Best and Final Offers from Finalists	Offeror(s)	May 28, 2020
10.	Finalize and Award Contract	AOC/Offeror(s)	June 3, 2020
11.	Protest Deadline	Offeror	June 18, 2020

**B. EXPLANATION OF EVENTS**

The following paragraphs describe the activities listed in the sequence of events shown in Section II, Paragraph A.

**1. Issue of RFP**

This RFP is being issued by the AOC. Additional copies of the RFP may be obtained from the Procurement Manager or viewed on the New Mexico Courts website at <http://www.nmcourts.gov/newface/rfp/index.php>.

## 2. Acknowledgement of Receipt of Proposal

A potential Offeror should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (see Attachment A) to have his or her organization placed on the procurement distribution list. The form must be signed by an authorized representative of the organization, dated, and *returned via email to the AOC Procurement Manager* by 3:00 p.m. MDT on April 28, 2020.

Failure to return this form shall constitute a presumption of receipt and withdrawal from obtaining additional information on the procurement process. Thereafter, the Offeror will need to make a special request for any additional information on the RFP. The distribution list shall be used for the distribution of written responses to questions submitted and any RFP amendments issued.

## 3. Deadline to Submit Written Questions

Potential Offerors may submit written questions as to the intent or clarity of this RFP until 3:00 p.m. MDT on April 28, 2020. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph E).

## 4. Response to Written Questions and RFP Amendments

Written responses to written questions and any RFP amendments shall be distributed on May 5, 2020, to any potential Offeror whose organization name appears on the procurement distribution list.

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.

## 5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 P.M. MOUNTAIN DAYLIGHT TIME ON TUESDAY, MAY 15, 2020. Time is of the essence for submitting proposals; proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager via email to the address listed in Section I, Paragraph E. Proposals must state in the subject line that they are in response to the Safe Exchange & Supervised Visitation Services Request for Proposals. Any proposals or portions of proposals submitted by facsimile will not be accepted.

A public log will be kept of the names of all Offerors. Pursuant to Section 13-1-116, NMSA 1978, the contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

## 6. Campaign Contribution Disclosure

By May 15, 2020, a potential Offeror must submit with his/her response to this proposal the “Campaign Contribution Disclosure Form” that accompanies this document. (See Attachment B)

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form (Attachment B) with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether the prospective contractor, a family member, or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member, or a representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period.

#### 7. Proposal Evaluation and Selection of Finalists

The evaluation of proposals will be conducted by an Evaluation Committee appointed by the AOC and the Thirteenth Judicial District. The committee will meet May 18-21, 2020. As the committee is reviewing the proposals received, the Procurement Manager may, at her option, initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; but proposals may also be accepted and evaluated without such discussion. Discussions shall NOT be initiated by an Offeror. The Evaluation Committee will select the finalist Offerors.

#### 8. Notification of Finalists

The Procurement Manager will notify the finalist Offerors on May 22, 2020. Only finalists will be invited to participate in the subsequent steps of the procurement.

#### 9. 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 3:00 p.m. MDT on May 28, 2020.

#### 10. 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 June 3, 2020. 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, the 11th Judicial District, and the successful Offeror(s) has been finalized.

#### 11. Protest Deadline

The protest period for responsive Offerors shall begin on the day following the contract award and will end at 9:00 a.m. MDT on June 18, 2020. 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 delivered to the Procurement Manager at the address as listed in Section I, Paragraph E. Protests received after the deadline will not be accepted.

### **C. GENERAL REQUIREMENTS**

This Procurement will be conducted in accordance with the AOC's Guidelines Governing Procurement.

#### 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 Factors contained in Section V of this RFP.

#### 2. Incurring Costs

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

#### 3. Amended Proposals

Offerors 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 AOC personnel will not merge, collate, or assemble proposal materials.

#### 4. Amendments to the RFP

If amendments to the RFP are issued, it will be posted on the NM Courts Website ([www.nmcourts.gov](http://www.nmcourts.gov)). 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.

#### 5. Offeror's Right 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 Procurement Manager. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulation.

#### 6. Proposal Offer Firm

Responses to this RFP will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

#### 7. 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 that is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal that 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 Procurement Manager 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 to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### 8. No Obligation

This procurement in no manner obligates the Judicial District or the AOC to the services offered until a valid written contract is approved by the AOC and Court.

#### 9. Termination

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

#### 10. Sufficient Appropriations

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 AOC’s decision as to whether sufficient appropriations and authorizations are available will be accepted by the Offeror as final.

#### 11. Legal Review

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

#### 12. Governing Law

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

#### 13. Basis for Proposal

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

#### 14. Contract Terms and Conditions

The contract between the AOC, the Judicial District, and the Offeror(s) will follow the format specified by the AOC and contain the terms and conditions set forth in Attachment C, "Contract Terms and Conditions." However, the AOC reserves the right to negotiate provisions with a successful Offeror in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful proposal(s) of the Offeror(s) will be incorporated into the contract.

Should an Offeror object to any of the AOC's terms and conditions as contained in this Section or in Attachment C, that Offeror must propose specific alternative language that would be acceptable to the Judicial District and 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.

An Offeror 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.

#### 15. Offeror's Terms and Conditions

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

#### 16. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only by the Judicial District, the AOC, and the selected individual Offeror and will not be deemed an opportunity to amend the Offeror's proposal.

#### 17. 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 Sections 13-1-83 and 13-1-85, NMSA 1978.

#### 18. 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.

**19. Change in Contractor Representatives**

The AOC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the AOC, representing the contractor or meeting AOC's needs appropriately.

**20. Notice of Civil and Criminal Penalties**

The Procurement Code, Sections 13-1-1 to 13-1-199, NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**21. AOC Rights**

The AOC reserves the right to accept all or a portion of an Offeror's proposal.

**22. Right to Publish**

Throughout the duration of this procurement process and contract term, any potential Offeror(s) and contractor(s) 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 procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of an Offeror's proposal or termination of the contract.

**23. Ownership of Proposals**

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

**24. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror(s) must provide a valid e-mail address in order to receive this correspondence. Any subsequent change in an Offeror's e-mail address should be communicated to the Procurement Manager immediately.

**25. Use of Electronic Versions of this RFP**

This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the AOC, the version maintained by the AOC shall govern.

### **III. RESPONSE FORMAT AND ORGANIZATION**

This section describes the format and organization of the Offeror's response. Failure to conform to these specifications may result in the disqualification of the proposal.

**A. PROPOSAL SUBMISSIONS**



All proposals shall be communicated to: Kerry Armour, at the Administrative Office of the Courts.

Proposals must be in PDF format by email to aockla@nmcourts.gov.

**B. NUMBER OF RESPONSES**

Offerors shall submit only one proposal that exactly meets the requirements outlined in this RFP. Offerors are not allowed to submit substitute or alternate proposals.

**C. PROPOSAL FORMAT**

All proposals must be standard 8 ½ x11” format and submitted in PDF format. Within each section of the proposal, Offerors shall 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.

**1. Proposal Organization**

The Offeror shall organize and index the proposal in the following format which must contain, at a minimum, all items listed in the sequence indicated:

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Specifications, including items listed in the Mandatory Specifications in Section IV(C) of this RFP and Budget Forms 1, 2 and 3
- e) Campaign Contribution Form
- f) Response to AOC Terms and Conditions
- g) Offeror’s Additional Terms and Conditions
- h) Other Supporting Material

Offerors may attach other materials to improve the quality of their responses. However, these materials should be included as items in a separate appendix.

**2. Letter of Transmittal**

Each proposal must be accompanied by a Letter of Transmittal. The Letter of Transmittal must address the following:

- a) Identify the submitting organization or individual;
- b) Identify the name and title of the person authorized to contractually obligate the organization or individual;
- c) Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization or individual;
- d) Identify the names, titles, and telephone numbers of the persons to be contacted for clarification;

- e) State the amount of funding requested from the AOC for the Safe Exchange & Supervised Visitation program to operate during FY 2021, beginning July 1, 2020 through June 30, 2021;
- f) Explicitly indicate acceptance of the Conditions Governing the Procurement, as stated in Section II, Paragraph C (1);
- g) Acknowledge receipt of any and all amendments to this RFP; and
- h) Be signed in ink by the person authorized to contractually obligate the organization or individual.

### **3. Proposal Summary**

Offerors should respond in the form of a thorough narrative to each item to be included in the summary. The narrative along with the required supporting materials will be evaluated and awarded points accordingly. The proposal summary must address the following:

- a) Legal Status. Describe the legal status of the organization or individual submitting the proposal;
- b) History and Accomplishments. Describe the organization or individual's history and accomplishments;
- c) Liability Insurance. Submit evidence of the organization or individual's current general liability insurance policy of at least \$1 million. If the organization or individual does not yet have such insurance, describe the steps taken to obtain such insurance by July 1, 2020, and provide any assurances received from insurance carriers;
- d) Standards of Practice. Summarize the Offeror's familiarity with the *New Mexico Court Standards for Safe Exchange & Supervised Visitation*, or any successor standards adopted by AOC, and processes the program uses or will use to achieve and maintain compliance with the *Court Standards*. If the program is in compliance, please demonstrate. If the program is not yet in compliance, describe the steps to be taken to achieve compliance by July 1, 2021, and maintain compliance thereafter;
- e) Program Rules, Policies, and Procedures. Summarize and attach a copy of the program's rules, policies, and procedures for Safe Exchange & Supervised Visitation services. The rules, policies, and procedures must include the program's confidentiality understandings with participants. If rules, policies, and procedures have not been developed, please provide a list of the topics to be covered in rules, policies, and procedures, and the process and timeline by which they will be developed and implemented. Address procedures for enforcing the rules, policies and procedures;
- f) Staff Experience and Qualifications. Offerors must demonstrate that the appropriate human resources are either currently on staff or will be hired reasonably quickly in order to implement the program and begin delivering services on July 1, 2021. Offerors shall submit current resumés for all persons expected to provide services under the contract. Experience narratives shall also be attached and describe the specific experience of the various staff persons in relation to the role that person will perform under the contract. Narratives must include the name of the individual(s)

proposed, and should include a thorough description of the education, knowledge, and relevant experience in the area of supervised visits and exchanges or closely related field, as well as any certifications or other professional credentials clearly showing the person's expertise.

Offerors who have not previously provided Safe Exchange & Supervised Visitation services must state specifically that all staff providing direct services have received the approval of or will undergo the national criminal background check and child abuse and neglect screening conducted by the New Mexico Children, Youth and Families Department (CYFD), as directed by the AOC, and until that process has been completed successfully, such staff will not have unsupervised access to children. If possible, copies of the CYFD letters stating that each candidate has been approved and successfully completed the clearance shall be submitted with the proposal or provided to the AOC immediately upon Offeror's receipt of such letters.

- g) Sliding Fee Scale. State law and Supreme Court rules creating the program require parents to pay for services they receive according to a Supreme Court approved sliding fee scale. A potential Offeror shall utilize the sliding fee scale adopted by the Supreme Court found in Attachment E. Only the fees listed on the sliding fee scale shall be charged for the various kinds of services provided such as safe exchanges, supervised visits, and additional fees such as intake.
- h) Contract compliance. Offerors shall describe the steps they will take to ensure that all deliverables and deadlines in the contract will be achieved, including those listed in Attachment D of this RFP and as otherwise required.

#### **4. Professional References for the Organization or Individual**

Offerors must provide contact information and three (3) recent letters of reference from professionals practicing in related fields who can attest to the organization's or individual's ability to meet the contract specifications and program requirements. Such letters shall be based on professional relationships during the previous *two* years.

## **IV. SPECIFICATIONS**

This section contains relevant information concerning the tasks to be performed by the Offeror. An Offeror shall respond to each specification in the form of a thorough narrative. The narrative along with the required supporting material will be evaluated and awarded points accordingly.

### **A. DETAILED SCOPE OF WORK:**

**The Offeror shall perform the following services:**

1. Provides safe exchanges and supervised visits in domestic matters, domestic violence, and other appropriate cases referred by the Court;
2. Maintain strong working relationships with the Court; meet on a quarterly basis, or more frequent if needed.

3. Provide intakes for each parent and orientation for the child(ren) to determine the family's needs and resources. This activity includes explaining program procedures and expectations, and obtaining the parents' agreement to participate and comply with program rules;
4. Provide supervised visits between the parent and child(ren), as directed by the Court. Visits shall be conducted under the supervision of fully trained and qualified staff in a location provided by the Offeror. Supervised visitation may include, but is not limited to group or individual visits which are observed at all times, parent coaching, and therapeutic supervision with a licensed counselor as directed by the Court and/or funding availability. The extent to which therapeutic visits will be provided shall be determined during negotiations with the finalist Offeror(s);
5. Provide safe exchanges in a neutral location for parents to drop off and pick up their child(ren) for visitation. Offeror(s) shall provide the location for the safe exchanges;
6. Provide services in the language used by participating clients, including sign language;
7. Provide SESV services during weekday, evening and weekend hours as needed to assist the Court and accommodate the schedules of parents and children. The number of hours per week of program services shall be determined during negotiations with the finalist Offeror(s);
8. Report to the Court on observations made during visits and exchanges, participation by the child(ren) and parents, payment of fees, and compliance with the Court's order for services; determine when reports will be submitted and to whom;
9. Promote the program with the referring Courts and attorneys representing parents and children. This activity includes providing a description of successes and innovations quarterly to the AOC for performance measure reporting;
10. Refer parents to community resources to address their other needs, as appropriate;
11. Submit to the Court and the AOC a final budget for the months of July 1, 2020 through June 30, 2021, including funding received through this Agreement, parent fees collected in that same period of time, and other potential resources. The final program budget shall be due on July 15, 2020;
12. Utilize the Supreme Court approved sliding fee scale as defined in Order 18-8500-001 in accordance with Subsection C of Section 40-12-5.1 (NMSA 1978 as amended) to make parent fee determinations and file the determination with ordering court;
13. Collect and process parent fees per the *Safe Exchange & Supervised Visitation Parent Fee Standard Operating Procedures for Providers*, Attachment G, per Order 18-8500-012.
14. A potential Offeror must be able to account for all parent fee revenues received and expended *separately* from the funds provided under this Agreement and any other funding received by the service provider. Unexpended fee revenues shall be remitted to the 11th Judicial District Court in accordance with the Court's procedures by July 31, 2020, as required by law;

15. Achieve and maintain the *New Mexico Court Standards for Safe Exchange & Supervised Visitation (Court Standards)*. This activity may require revision of program rules, policies, and procedures to address new requirements or amendments to the *Court Standards*. Work with the evaluator on *SESV Best Practices*, assessments, and any work plans created;
16. Provide evidence to the AOC that each person prior to providing direct services has successfully completed or will successfully complete a national criminal background check and child abuse and neglect screen conducted by the New Mexico Children, Youth and Families Department (CYFD), in accordance with the *Court Standards*. (A packet regarding the CYFD Background Check information can be found on the following page: <https://safeexchange.nmcourts.gov/index.php/vendors/forms-and-documents.html>). The Offeror shall submit or agree to submit a copy of CYFD's letter of approval for each individual successfully completing the background checks and providing direct services;
17. Ensure that staff is appropriately trained to maintain confidentiality and neutrality in handling individual clients and case files, and to keep client and case file information separate from any other program files and information. A potential Offeror shall demonstrate the process used to ensure that no conflicts of interest exist between staff and clients;
18. Submit to the AOC the Staff Credentials Form quarterly listing the staff members with their position title that will be providing direct services showing the additional ten (10) hours of training obtained by each individual during FY 2021 and topics of training/coursework, to meet the *Court Standards* requirements;
19. Develop and maintain written program rules, policies, and procedures, promptly submitting updates to the AOC, as changes occur;
20. Submit accurate monthly data reports to the SESV automated database system no later than the fifth calendar day of the month following the end of the month in which services were delivered;
21. Achieve a performance target of NUMBER hours of exchange and visitation services during the period beginning July 1, 2020 through June 30, 2021. The number of hours of program services shall be determined during negotiations with the finalist Offeror(s). Information about the number of service hours currently being provided in a particular service area is available from the Procurement Manager;
22. Submit accurate reports as required in this Agreement or otherwise requested by the Court or the AOC;
23. Participate in required AOC-sponsored trainings/meetings, site visits, program evaluations, and audits of the SESV program, and meet any requirements or requests of the Court or the AOC, or others designated by the Court or the AOC resulting from these visits, evaluations, and audits; and
24. Maintain and provide complete access to detailed records documenting services provided, fee revenues collected, and expenses incurred, as required by the AOC, and permit the Court, the AOC, and their designees to inspect the place of business for services.

**B. BUSINESS SPECIFICATIONS**

**1. Program Time Frame**

The contract becomes effective on July 1, 2020, or as otherwise negotiated in the contract, and services must be available in the proposed county in the 11th Judicial District for cases referred by the Court beginning on that date through the close of business on June 30, 2021. Offeror(s) shall submit a detailed plan and timeline demonstrating their ability to commence services on July 1, 2020, or as soon thereafter as possible, including the human resources, financial, and automated systems capacity necessary to perform the Detailed Scope of Work set forth in subsection A of Section IV of this RFP.

**2. Facilities**

Offerors shall provide a detailed narrative description of the available facility(ies), which shall include a safety plan and precautions available beginning July 1, 2020. The Offeror shall develop the program's safety plan in coordination with local law enforcement, pursuant to the *Court Standards*. Copies of the safety plan shall be submitted to the Court and the AOC.

Offerors shall also provide a description of the toys, equipment and play spaces for children and their parents, office space, computers and equipment to perform the day-to-day administrative processes required to operate the program.

Offerors shall provide evidence of general liability insurance, no less than \$1 million, covering injury to any program participant or third party for injuries arising out of actions of program staff.

**3. Interaction with the AOC and the Court**

The AOC will assign a staff person, the Statewide Program Manager, to work with the Offeror(s) and the 11th Judicial District Court to manage the contract, its requirements and deliverables, including overseeing the timeliness of the responses of the potential contractor(s) regarding insurance renewals, staff qualifications and training requirements, reports and data submission, and related activities detailed in the contract. 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 Court and the AOC. Please describe the Offeror's plan for interaction with the AOC and the Court.

**C. MANDATORY SPECIFICATIONS**

**1. Project Plan**

As part of the proposal, Offerors must submit a narrative project plan that addresses the following items, and shows the total number of services to be provided in the county proposed for services:

- Number of safe exchanges by month for Fiscal Year (FY) 2021, the period from July 1, 2020 through June, 30, 2021
- Number of supervised visits and therapeutic visits by month for FY 2021, the period from July 1, 2020 through June, 30, 2021

- Number of service hours for safe exchanges by month for FY 2021, the period from July 1, 2020 through June 30, 2021
- Number of service hours for supervised/therapeutic visits, if any, by month for FY 2021, the period from July 1, 2020 through June 30, 2021
- Number of children, parents and other family members for which the program will provide safe exchanges by month for FY 2021, the period from July 1, 2020 through June 30, 2021
- Number of children, parents and family members for which the program will provide supervised/therapeutic visits, if any, by month for FY 2021, the period from July 1, 2020 through June 30, 2021.

If starting a new program, the proposal must also address amount of time it will take to plan, coordinate, implement, and administer a program of Safe Exchange & Supervised Visitation services, and include a detailed timeline of start-up activities. In addition, Offerors must identify any potential barriers to planning, coordinating, implementing, and administering these services, and explain their strategies for successfully overcoming these barriers.

2. Offeror Experience

Offerors must submit a detailed narrative statement of relevant experience, including professional qualifications, specific training as stated in the *Court Standards* and Attachment G, and other experience for each professional and support person proposed to work under the contract. For a copy of the *Court Standards*, please see <https://safeexchange.nmcourts.gov/index.php/standards-of-practice.html>. Attachment G lists suggested training topics for various positions in the SESV program. The documentation must thoroughly describe how the Offeror has supplied expertise for similar contracts and related work in planning, coordinating, implementing, and administering Safe Exchange & Supervised Visitation services, and include a description of the Offeror's experience with other Court programs such as domestic relations mediation services and parent coordinator programs. Also, please describe any relationship(s) already established with the Court. In addition, three letters of reference from parties familiar with Offeror's related experience in the past *two* years shall be submitted with the response to the RFP.

3. Project Reporting

Offerors must agree to prepare detailed written status reports for submission to the AOC Statewide Program Manager which may include statements of time spent on the project and descriptions of work performed at the request of the Court and/or the AOC. Written status reports will include at a minimum project progress, problems encountered with recommended solutions, and requested project plan adjustments. A statement of progress and problems is required at least once each year at the mid-point, due January 30, 2021.

4. Proposed Budget

Using the data prepared for the response Paragraph #1 above, Offerors shall prepare Budget Form 1 in Attachment F to describe the proposed client population, the number of services, and the number of service hours by type of service to be provided each *month* for FY 2021, beginning July 1, 2020 and ending June 30, 2021. Please count exchanges and supervised/therapeutic visits separately. Offerors shall also complete Budget Forms 2 and 3

contained in this RFP. Information about current service levels and parent fees may be obtained by contacting the AOC Procurement Manager, as needed. Offerors must also describe their consultations with the Court in establishing the parent fees to be collected and expended for program services.

To properly evaluate each proposal, the RFP Evaluation Committee must have as much information as possible about the Offeror's proposal, including other potential revenue sources for the program. A detailed narrative should be used to justify *all* program costs by the categories of expense listed on Budget Form 2.

Offerors who have not previously provided Safe Exchange & Supervised Visitation services must show the anticipated start-up costs of establishing a Safe Exchange & Supervised Visitation program, as well as ongoing operating costs for FY 2020, the period from July 1, 2020 through June 30, 2021.

Offerors shall agree to attend required AOC-sponsored training, program evaluation meetings and other events as requested during FY 2020, the period from July 1, 2020 through June 30, 2021, and may utilize the contract funding to cover reasonable travel costs to attend. Mileage is payable at the Supreme Court-approved rate of 46 cents per mile, according to Order 18-8500-004.

Offerors shall comply with all contracting and billing procedures of the AOC and State of New Mexico, including the submission of an accurate monthly summary of performance with each invoice. Offerors shall agree to submit monthly invoices to the AOC between the first and fifteenth day of the month following the month in which services were provided. However, the final invoice on this Agreement for services delivered in FY 2021 must be submitted to the AOC *no later than* July 8, 2021. An invoice received after that date may not be paid. Payments shall be made by the AOC to the successful Offeror(s) within thirty days upon receipt of an accurate and complete invoice.

## V. EVALUATION

### A. SUMMARY OF 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	POINTS AVAILABLE
I. <u>Program Quality</u> Points will be awarded in this evaluation category based upon the response to program components, specifications stated herein, the quality of the program proposed, and the Offeror's plan and ability to deliver high quality services beginning July 1, 2020. Evaluators shall ensure that all mandatory and business specifications and program elements	325



are addressed, and that each is explained in adequate detail, including the plan for communication with the Court and the AOC.

- II. Program Budget 325
- Points will be awarded in this evaluation category based upon the thoroughness of the proposed budget for the costs to provide safe exchanges and supervised/therapeutic visits, and administrative tasks required in the contract. Costs must include but are not limited to salaries and benefits of assigned professionals and support staff, etc. and reasonable travel expenses to participate in AOC-sponsored trainings, program evaluations, audits, site visits, etc. Mileage costs must be no greater than the Supreme Court-approved rate of 44 cents per mile. The budget shall also include the proposed parent fees to be collected and expended during FY 2020 the period from July 1, 2020 through June 30, 2020. A detailed narrative must accompany the proposed budget justifying each line item in the budget.
- III. Program and Staff Experience 150
- Points will be awarded in this evaluation category based upon the Offeror's documented experience on similar projects and engagements, including work with the referring Courts. Points will also be awarded in this evaluation category based upon an evaluation of each proposed staff person's work history, experience, qualifications, steps to obtain CYFD approval of each individual's national criminal background check and child abuse and neglect screen, as these items relate to the person's role in the program and the needs of the contract, and recent letters of reference.
- IV. Written presentation of proposal 100
- Points for the written presentation will be awarded based upon an evaluation of the Offeror's ability to meet the requirements in this RFP for the proposal's format, narrative description of the services to be provided, processes and procedures established to comply with the requirements of the proposed contract, costs, and explanation of the qualifications of the proposed staff. Effective communication, technical knowledge, experience with similar contracts, and the quality of the responses to the questions will be the principal criteria for this evaluation.
- V. References 100
- Points will be awarded based upon an evaluation of the

Offeror's work for other or previous clients receiving services similar to those proposed by the Offeror in response to this RFP and addressed in the Offeror's *recent* letters of reference, and potential discussions by members of the Evaluation Committee with the individual references listed in Offeror's response.

**TOTAL POINTS**

**1,000**

**B. EVALUATION PROCESS**

1. Offeror proposals will be reviewed for compliance with the mandatory and business specifications stated in this RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact an Offeror for clarification of a response as specified in Section II, Paragraph B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II, Paragraph C.17.
4. Responsive proposals will be evaluated on the factors in Section V (A) that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. Finalist Offerors who are asked or choose to submit revised proposals for the purpose of obtaining best and final offers may have their points recalculated based on the revised proposal. The responsible Offeror(s) whose proposal(s) is(are) most advantageous to the Court and the AOC, taking into consideration the evaluation factors in Section V (A) will be recommended for contract award(s), as specified in Section II, Paragraph B.10. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of the overall score.

## **ATTACHMENT A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

#### **REQUEST FOR PROPOSALS**

#### **Safe Exchange & Supervised Visitation Services**

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

The acknowledgement of receipt should be signed and returned to the AOC Procurement Manager no later than 3:00 p.m. MDT on May 15, 2020. 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, e-mail address, and other contact information will be used for all correspondence related to this Request for Proposal. This organization or individual does/does not (**please circle one**) intend to respond to this Request for Proposals.

*Please return this form to the SESV RFP Procurement Manager by via email to [aockla@nmcourts.gov](mailto:aockla@nmcourts.gov).*

## **ATTACHMENT B**

### **CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, **any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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 state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**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.**

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 competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed 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.

Name(s) of Applicable Public Official(s) if any: \_\_\_\_\_  
(Completed by State Agency or Local Public Body)

#### **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)

## ATTACHMENT C



### STATE OF NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this 1st day of July 2020, by and between the **Administrative Office of the Courts**, hereinafter referred to as "AOC," the **XXXXXX Judicial District**, hereinafter referred to as "Court," and **XXXXXXXXXX**, hereinafter referred to as "Contractor" for the purpose of providing safe exchanges and supervised visits in **XXXXXX** county or counties in the Second Judicial District.

**ADDRESS OF CONTRACTOR:** XXXXXX  
XXXXXX

**PHONE NUMBER OF CONTRACTOR:** XXX-XXX-XXXX

**FAX NUMBER OF CONTRACTOR:** XXX-XXX-XXXX

**Primary Contact** XXXXXXXXXXXXX

**E-MAIL OF CONTRACTOR:** XXXXXXXXXXXXXXXX

In consideration of their mutual promises, the parties agree that:

#### 1. **SCOPE OF WORK:**

- 
- A. Service Provision.** The Contractor shall conduct services as follows within the contract term:
1. Provide services to families in domestic matters, domestic violence, and other appropriate cases referred by the Court;
  2. Maintain strong working relationships with the Court by being available for questions and discussions as needed and meeting with Court staff to check in as requested by the Court;
  3. Provide intake for each parent and orientation for each child to determine the family's needs and resources as defined in the *New Mexico Safe Exchange & Supervised Visitation Standards (Court Standards)*. This activity includes explaining program rules, policies, procedures and

expectations, and obtaining each parent's agreement to participate and comply with program rules;

4. Provide supervised visits between the parent and child(ren), as directed by the Court. Visits shall be conducted under the supervision of fully trained and qualified staff in a location provided by the CONTRACTOR. Supervised visitation may include, but is not limited to group or individual visits which are observed at all times, parent coaching, and therapeutic supervision with a licensed counselor as directed by the Court and/or funding availability;
5. Provide safe exchanges in a neutral location for parents to drop off and pick up their child(ren) for visitation;
6. Provide services in the language used by participating clients, including sign language in accordance with *Court Standards*;
7. Provide SESV services during weekday, evening, and weekend hours as needed to assist the Court and accommodate the schedules of parents and children;
8. In accordance with *Court Standards*, prepare reports documenting observations made during visits and exchanges, participation by the children and parents, payment of fees, and compliance with the Court's order for services; work with the Court to determine when these reports will be submitted and to whom;
9. Promote the program with the referring Courts and attorneys representing parents and children, as directed by the Court and the AOC. This activity includes providing descriptions of successes and innovations quarterly to the AOC; and
10. Refer parents to optional community resources to address their other needs, as appropriate.

**B. Budget Requirements.** The Contractor shall perform the following budgetary operations that fall within this contract term:

1. Submit by July 15, 2020 to the Court and the AOC for approval, a *final* program budget for FY 2021, the period from July 1, 2020 through June 30, 2021, including funding received through this Agreement, projected parent fees to be collected during FY 2021, and other potential resources. The CONTRACTOR's costs for reasonable travel costs to attend AOC-sponsored trainings and other meetings shall not exceed the New Mexico Supreme Court's approved rate of forty-six(46) cents per mile traveled during FY 2021, pursuant to Order No. 18-8500-004 or any successor order, and State regulations. The CONTRACTOR shall submit all subsequent program budget modifications to the Court and the AOC for approval;
2. Work with the Court to submit a narrative justification and explanation of the SESV sliding fee scale rate to the Supreme Court as required per Order 18-8500-001 in accordance with RULE 1-125 NMRA and the Domestic Relations Mediation Act, as needed.
3. Utilize the Supreme Court approved sliding fee scale as defined in Order 18-8500-001 in accordance with Subsection C of Section 40-12-5.1 (NMSA 1978 as amended) to make parent fee determinations as per the *SESV Parent Fee Standard Operating Procedures [Attachment B]*,



4. Verify the income level of parents receiving services as required within the CONTRACTOR's policies and procedures, and follow the *SESV Parent Fee Standard Operating Procedures* for parent fee collection and income determination filing with the Court;
    - a. The CONTRACTOR shall account for parent fees *separately* from funds provided through this Agreement and other revenue sources. The CONTRACTOR shall expend parent fees for the purposes of the program in the categories set forth in the final FY 2021 budget;
    - b. On or before the 30th calendar day of the month following the end of each quarter, the CONTRACTOR shall report to the Court and the AOC the amount of parent fees collected and the amount expended by category of expense in the budget;
    - c. Any unexpended parent fees collected during FY 2021 shall be remitted by the CONTRACTOR to the Court by July 31, 2020, pursuant to the Court's directions, as required by Section 40-12-5.1 (NMSA 1978); and
  4. By April 3, 2021, submit to the Court and the AOC a proposed program budget for FY 2021, which shows funding from the AOC, parent fees to be collected in FY 2021, and other potential resources. The CONTRACTOR shall attach a narrative justification for each category of expense in the proposed budget. Mileage costs shall not exceed 46 cents per mile.
- C. Service Quality.** The Contractor shall provide services to include all of the following quality measures that fall within the contract term:
1. Meet the requirements of the *New Mexico Court Standards for Safe Exchange & Supervised Visitation (Court Standards)* [<https://sesv.nmcourts.gov/>], and any revisions. Any subsequent changes in program rules, policies, or procedures during FY 2021 shall be submitted by the CONTRACTOR to the AOC for alignment with the *Court Standards*;
  2. Work with the AOC on implementation of the *Best Practice Manual and Assessment Tool* (<https://sesv.nmcourts.gov/>), conduct assessments and complete any work plans established;
  3. Maintain general liability insurance of at least \$1 million covering injury to any program participant or third party for injuries arising out of actions of staff members of the CONTRACTOR. When insurance policies are renewed during FY 2021, additional evidence of continuing liability insurance coverage shall be submitted by the CONTRACTOR to the AOC within ten (10) calendar days of the CONTRACTOR's receipt of the renewed policy;
  4. Deliver direct services through persons with appropriate professional qualifications, experience, transferable job skills, or specialized training. Because services are provided to parents who may be involved in divorce cases or have a history of domestic violence, the professional qualifications of the CONTRACTOR's staff shall relate to psychology, social work, domestic relations, domestic violence prevention or intervention;
    - a. By July 15, 2020, submit to the AOC the Staff Credentials Form listing each staff member along with their position title;
    - b. Submit to the AOC each quarter, the Training Form listing the staff members, the name of the training and training hours along with proof of training they have completed. Under this Agreement the training must reflect that s/he has met the additional 10-hours of

training as required by the *Court Standards* and the topic(s) of the training or coursework completed.

- c. For any new hire or staff promotion, the Staff Credentials Form will need to be updated each quarter, along with the Training Form showing the completion of pertinent training, name of the training, training hours along with the proof of training completed.
  - d. If the additional training has not been completed by March 31, 2021, the CONTRACTOR shall submit to the AOC a plan for each person to achieve the 10 hours of additional training *before* June 24, 2021, and submit the Training Form when each person completes the 10 hours;
5. Provide evidence to the AOC that the CONTRACTOR has complied with all regulations and procedures of the Children, Families and Youth Department (CYFD) for national criminal background checks and child abuse and neglect screening, as provided in Section 8.8.3.1-16 (New Mexico Administrative Code). For a copy of CYFD's Background Check packet, please see <https://safeexchange.nmcourts.gov/index.php/vendors/forms-and-documents.html>. A copy of CYFD's letter of approval stating that a person has successfully completed CYFD's background check process shall serve as evidence prior to any direct services under this Agreement has occurred.
  - a. All *new* staff persons shall follow the CYFD procedures for background checks, submitting the application, fingerprints and processing fees by the end of the *next* day following commencement of services (see Rule 8.8.3.10 B(1)).
  - b. Continuing staff must update their background checks at intervals of three years from the date of CYFD's letter of approval.
6. Participate in any required training/meeting that may occur in January 2021 at the Children's Law Institute in Albuquerque, NM.
7. Participate in required training, program evaluation meetings, audits and other events as requested by the AOC;
8. Administer exit surveys to parties within 30 days of an exit event. Verification of issued surveys must be submitted to AOC with the monthly invoice as directed in the *Court Standards*.
9. May use one operating day per contract year for an administrative in-service. Contractor will notify the AOC, the Court and clients no less than 45 days prior to the scheduled in-service day.
10. Ensure that each person providing direct services is appropriately trained to maintain confidentiality and neutrality in handling individual clients and case files, and keep client and case file information separate from any other program files and information. The CONTRACTOR shall also ensure that no conflicts of interest exist between staff and clients in accordance with the *Court Standards*;
11. Maintain written program rules, policies, and procedures. The CONTRACTOR shall submit to the Court and the AOC any modifications to program rules, policies, and procedures within thirty (30) calendar days of the date of any change;

12. Compile and submit accurate quarterly data reports through the program's statewide automated data collection system no later than the fifth calendar day of *each* month. This activity includes tracking and reporting on services ordered by the Court;
13. Achieve a performance target of XXX hours of exchange and visitation services during FY 2021, beginning July 1, 2020 and ending July 31, 2021. For the purposes of this Agreement, "service hours" means the *actual* time it takes to conduct the visit or exchange, but does *not* include time for intake, scheduling, report writing, etc.
14. Submit timely reports and responses to issues and inquiries from the Court and the AOC. This activity shall include a mid-year narrative report to be submitted by the CONTRACTOR to the Court and the AOC on January 30, 2021, using required form as provided by the AOC in Word. Reports shall describe program activities and progress, concerns and problems encountered, and recommended solutions.
15. Permit the Court, the AOC, and/or their designees to inspect the place(s) of business where the program operates and services are delivered. The CONTRACTOR shall provide complete access to all records documenting services provided, fees collected, and expenses incurred under this Agreement.

**D. The COURT shall:**

1. Issue and provide court orders referring parties to SESV services as needed.
2. Enter docketing code 8600 (Safe Exchange) for SESV referrals into Odyssey.
3. Submit to the Supreme Court an SESV sliding fee scale with rate justification for approval, as well as any subsequent revisions as needed, in compliance with Rule 1-125(I)NMRA and Supreme Court Order 18-8500-001.
4. Post the SESV sliding fee scale in the courthouse and on the Court's website in compliance with Rule 1-125(I)NMRA.
5. Accept, process and disburse SESV parent fee payments in accordance with the *Safe Exchange/Supervised Visitation Fee - District Court Standard Operating Procedure* (Supreme Court Order 18-8500-012).
6. Establish a local court rule defining the SESV program in accordance with NMSA 1978, Section 40-1-25.
7. Appoint a court staff member to serve as an SESV liaison. This staff member will serve as the point of contact for communications with the AOC and the Contractor.
8. Encourage and facilitate the cooperation of court staff and officers of the Court with SESV volunteers and program staff.
9. Be accessible to the SESV program staff on an as-needed basis to facilitate the smooth and effective operations of the SESV program.
10. Accept Contractor reporting for adherence to contract in accordance with the *New Mexico Court Standards for Safe Exchange and Supervised Visitation*.
11. Consult with the AOC on any performance issues.

## 2. COMPENSATION:

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The total amount payable under this Agreement shall not exceed \$xxxxx. The AOC will make monthly payments for professional services for safe exchanges and supervised visits, reasonable travel expenses and related administrative tasks, described in this Agreement. Each monthly services payment shall be \$xxxxx paid upon receipt of a detailed invoice, showing services rendered during the prior month. The CONTRACTOR shall be responsible for payment of any New Mexico gross receipts taxes levied on the amount paid to CONTRACTOR pursuant to this Agreement.

The monthly amount shall be split, providing eighty-five (85) percent for professional services rendered and reasonable travel expenses, and fifteen (15) percent for specific administrative tasks required to operate the program. Any administrative task *not* completed by the stated deadline shall result in an automatic reduction of the monthly payment amount equal to fifteen (15) percent or \$xxxxxxx. The list of required Administrative Tasks is provided in Attachment A of this Agreement.

If after three months of service, the CONTRACTOR has not provided twenty-five percent of the annual service hour target stated in Item C-13 above in this Agreement, the AOC will contact the Court and the CONTRACTOR to identify strategies to assist the CONTRACTOR in meeting the annual target. If the CONTRACTOR's performance does not improve in the subsequent two months, the AOC may reduce the compensation of the CONTRACTOR for the remaining months of the contract.

If additional funds become available during the fiscal year, this contract may be increased by up to \$5,000, and those funds will be used for professional services, travel to AOC-approved trainings and program evaluation meetings, and one-time program expenditures, as approved by the AOC. The AOC will send a letter to the contractor stating the increased amount and the purpose for which the funds shall be used.

The CONTRACTOR shall comply with all contracting and billing procedures of the AOC and State of New Mexico, and submit accurate invoices to the Statewide Program Manager, 237 Don Gaspar, Room 25, Santa Fe, New Mexico 87501 on or before the fifteenth calendar day of each month following the month of service. Monthly data for certain performance measures must be shown on each invoice, and a monthly Combined Services performance report must be attached to the invoice.

To ensure payment, the CONTRACTOR shall use the AOC's FY2021 invoice template and list the contract number of this Agreement as shown on its first page. The Court or the AOC may, however, request a detailed invoice at any time regarding hours expended by the CONTRACTOR in providing services and performing the duties in this Agreement.

The final invoice under this Agreement must be submitted to the Administrative Office of the Courts no later than July 8, 2021. Invoices received after such date **may not be paid.**

## 3. TERM:

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This Agreement shall not become effective until approved by the AOC. The term of this Agreement shall begin July 1, 2020, and shall terminate July 31, 2021, unless sooner terminated; however, some obligations incurred pursuant to this Agreement shall survive termination as set forth below.

**4. TERMINATION:**

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This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE AOC IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.

In the event of termination, the CONTRACTOR shall submit to the AOC a final statistical data report describing all program activity not included in the most recent quarterly data report. Further, the CONTRACTOR shall provide all reports, client files and documentation to the Court. All fee revenues collected and not expended shall be remitted by the CONTRACTOR to the Court. All reports and other transactions shall be completed within thirty (30) calendar days after the termination date agreed to by the parties. The CONTRACTOR'S final invoice shall not be paid until all reports, transfers of funds, and any other required activities are performed and received by the Court and the AOC.

**5. STATUS OF CONTRACTOR:**

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The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the AOC and are not employees of the State of New Mexico. The CONTRACTOR and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to 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 AOC unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

**6. ASSIGNMENT:**

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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 the prior written approval of the Court and the AOC.

**7. SUBCONTRACTING:**

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

**8. RECORDS AND AUDIT:**

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The CONTRACTOR shall maintain detailed time records that indicate the date, time and nature of services rendered. Client files and records shall be maintained for a period of three years according to State law and regulation; financial records shall be maintained for a period of seven years. The CONTRACTOR shall provide any and all records for inspection by the Court, the AOC and the State Auditor upon written request of the AOC. The Court and the AOC have the right to audit billings both before and after payment, and the right to audit all of the CONTRACTOR's financial records relating to this Agreement. Payment under this Agreement is not a waiver of the right to the Court or the AOC to recover excessive or illegal payments.

**9. APPROPRIATIONS:**

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The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the AOC to the CONTRACTOR. The AOC's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final.

**10. FINAL PAYMENT:**

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Since all payments under this Agreement shall be monthly, AOC shall be entitled to withhold the final payment due hereunder, pending final approval by AOC of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the CONTRACTOR shall furnish AOC proof in documentary form that all claims, liens, salaries or other obligations incurred by it in accordance with the services specified herein have been properly paid and released.

**11. RELEASE:**

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Final payment of the amounts due under this Agreement shall operate as a release of the Court and its employees, the AOC and its employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**12. CONFIDENTIALITY:**

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Any information given to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or entity by the CONTRACTOR without the prior approval of the Court and the AOC.

**13. PRODUCT OF SERVICE - COPYRIGHT:**

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All materials and equipment developed or acquired by the CONTRACTOR under this Agreement, including files created by the CONTRACTOR on clients referred to the CONTRACTOR by court order, shall become the property of the State of New Mexico, and shall be delivered to the Court or the AOC not later than the termination date of this Agreement. Nothing produced, in

whole or in part, by the CONTRACTOR under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

**14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

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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 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.

**15. PROHIBITION AGAINST DUAL COMPENSATION:**

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The charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services relate exclusively and directly to the purpose of this Agreement and supplemental or additional payment for such services is not received by the CONTRACTOR from any other source.

**16. EQUAL EMPLOYMENT OPPORTUNITY:**

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The CONTRACTOR, in the performance of this Agreement, shall not discriminate against any employee, client or other person on the basis of race, color, religion, national origin, sex, age or disability.

**17. PENALTIES FOR VIOLATION OF LAW:**

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The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**18. MERGER:**

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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 have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**19. AMENDMENT:**

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This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties to the Agreement.

**20. APPLICABLE LAW:**

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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.

**21. WORKERS COMPENSATION:**

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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.

**22. INDEMNIFICATION:**

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The CONTRACTOR shall defend, indemnify and hold harmless the Court, the New Mexico Children, Youth and Families Department (CYFD), the AOC, 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 Agreement, caused by the negligent act or failure to act of the CONTRACTOR, its officers, employees, servants, subcontractors 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 subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, agent, employee, servant or subcontractor under this Agreement 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 the Court, CYFD, AOC and the Risk Management Division of the New Mexico General Services Department by certified mail.

**23. INVALID TERM OR CONDITION:**

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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.

**24. ENFORCEMENT OF AGREEMENT:**

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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.

**25. NOTICES:**

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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, as follows:

To the Agency:

Kristen Frueh Leyba, Statewide Program Manager, Administrative Office of the Courts, 237 Don Gaspar, Room 25, Santa Fe, NM 87501-2178

To the CONTRACTOR:

XX

The CONTRACTOR shall within ten (10) calendar days communicate to the AOC Statewide Program Manager any change regarding the person designated in this Agreement to receive notice or address change, showing the effective date of the change by the CONTRACTOR.

**26. AUTHORITY:**

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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.

**27. EFFECTIVE DATE:**

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

**28. SIGNATURE:**

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Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO**  
**ADMINISTRATIVE OFFICE OF THE COURTS**

\_\_\_\_\_  
ARTHUR W. PEPIN, DIRECTOR

\_\_\_\_\_  
Date Signed

**XXXXXXX JUDICIAL DISTRICT COURT**

\_\_\_\_\_  
BY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
Date Signed

**CONTRACTOR**

\_\_\_\_\_  
BY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Vendor No. XXXXX

\_\_\_\_\_  
Date Signed

**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.

YES \_\_\_\_\_ New Mexico Tax I.D. XX-XXXXXX-XX-X

NO \_\_\_\_\_

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

YES \_\_\_\_\_

NO \_\_\_\_\_

\_\_\_\_\_  
BY NM TAX AND REVENUE DEPARTMENT

\_\_\_\_\_  
Date Signed

APPROVED: \_\_\_\_\_  
BY JUDICIAL BUDGET OFFICER

\_\_\_\_\_  
Date Signed

## **ATTACHMENT D**

**FY21 Administrative Task List-Only items within contract term apply  
(deliverables required to avoid 15% reduction in monthly payment)**

<b>ACTION</b>	<b>DUE DATE</b>
1. Submit to the Court and the AOC a final FY 2021 Budget for the period of July 1, 2020 through June 30, 2021.	July 15, 2020
2. Submit to the Court and the AOC quarterly accounting reports of parent fees collected and expended.	October 30, 2020 January 30, 2021 April 30, 2021 July 30, 2021
3. Submit an accurate invoice to the AOC using the FY2021 invoice template attached to this Agreement, except that the <u>FINAL</u> invoice for FY 2021 must be submitted no later than July 8, 2021. A monthly Combined Services performance report shall accompany each invoice	Between the 1st and 15 <sup>th</sup> calendar day of each month.  July 8, 2021 for Final invoice
4. Submit accurate data reports to the AOC regarding services rendered.	By the 5 <sup>th</sup> calendar day of each month
5. Submit to the AOC the Staff Credentials Form template attached to this Agreement, listing the staff members with their position title that will be doing exchanges and visits.	July 15, 2020
6. Submit to the AOC each quarter, the Staff Credentials Form listing the staff members, the name of the training and training hours along with proof of training they have completed.  Includes any new hire or staff promotion showing the completion of pertinent training, name of training, training hours along with the proof of training completed.  Participate in any required trainings or meetings including the January 2021 at the Children's Law Institute in Albuquerque, NM.  If the additional training has not been completed by March 31, 2021, the CONTRACTOR shall submit to the AOC a plan for each person to achieve the 10 hours of additional training <i>before</i> June 24, 2021	October 15, 2020 January 15, 2021 April 15, 2021 July 15, 2021    January, 2021  March 31, 2021 training completion June 24, 2021 for plan if training hours not met
7. Submit to the Court and the AOC any modification in program rules, policies, and procedures with changes.	Within 30 calendar days of the changes
8. Submit a mid-year narrative report template attached to this agreement.	January 30, 2021
9. Submit to the Court and the AOC a proposed budget for FY 2021.	April 3, 2021

**ATTACHMENT E**  
**Sixth District Court SESV Sliding Fee Scale**

**Sixth Judicial District Safe Exchange & Supervised Visitation Fee Schedule**

**New Mexico Domestic Relations  
Sliding Fee Scale**

Income of Party	Percentage of Full Fee Paid
0-\$14,472	10%
\$14,473-18,090	20%
\$18,091-24,120	30%
\$24,121-36,180	40%
\$36,181-42,210	50%
\$42,211-48,240	60%
\$48,241-60,300	80%
Above \$60,300	100%

**APPROVED RATES**

Full Rate per hour for visits	\$30.00
Full rate per exchange	\$25.00
Full rate per intake per party	\$50.00

Income of Party	Cost/hr visits (full rate = \$30/hr)	Cost/ exchange (full rate = \$25/exch)	\$50 intake fee/party
0-\$14,472	\$3.00	\$2.50	\$5.00
\$14,473-18,090	\$6.00	\$5.00	\$10.00
\$18,091-24,120	\$9.00	\$7.50	\$15.00
\$24,121-36,180	\$12.00	\$10.00	\$20.00
\$36,181-42,210	\$15.00	\$12.50	\$25.00
\$42,211-48,240	\$18.00	\$15.00	\$30.00
\$48,241-60,300	\$24.00	\$20.00	\$40.00
Above \$60,300	\$30.00	\$25.00	\$50.00

**Notes:**

- 1) For families greater than four (4) an additional 10% discount will be applied, except that no party will pay less than 10% of the fee without approval of the Judge.

Effective July 1, 2018, in accordance with NM Supreme Court Order 18-8500-001

NM Sliding Fee Scale for ADR & SESV is to be update every five (5) years, based upon that current year's Federal Poverty Level.

## **ATTACHMENT F**

### **BUDGET FORMS 1, 2, & 3**

#### **BUDGET FORM 1 – PROGRAM NARRATIVE**

*PLEASE INSERT PROGRAM NAME*

#### **Proposed FY 2021 Program Budget – July 1, 2020 through June 30, 2021**

The budget narrative must contain the following components:

1. Describe the client population proposed to be served by the SESV program.
  - What geographic area, county or counties will the program serve?
  - How many clients will the program serve during the period from July 1, 2020, through June 30, 2021? Please count children and adults *separately*. Please show the projected number of clients by month and type of service activity, i.e. exchanges and supervised/therapeutic visits. Please explain the basis of these projections – e.g., the operating experience of an existing program or a projection based on a needs assessment and the sources of the information for the needs assessment. Please count a client only once during the year.
2. Describe the Safe Exchange & Supervised Visitation services to be provided.
  - Please explain which services – i.e. exchanges and supervised/therapeutic visits – will be provided on which days and times during a normal week. Please list the facility or facilities' proposed daytime, evening and weekend hours.
  - Please provide the number of safe exchanges and number of supervised/therapeutic visits by month for the period beginning July 1, 2020 and ending June 30, 2021. Please count exchanges and supervised/therapeutic visits *separately*.
  - Please show the number of *service hours* that will be provided by type of service by month for the period beginning July 1, 2020 and ending June 30, 2021? Please count exchanges and supervised/therapeutic visits *separately*. Service hours should be counted by the *actual* time it takes to conduct the service, but *not* the time spent writing reports, making appointments, etc.
  - Please show the total cost to provide the proposed number of services and service hours for exchanges and supervised/therapeutic visits.
3. Describe the parent fees to be collected.
  - Please show the amount of parent fees the Offeror anticipates collecting from the parents projected under #1 above for Safe Exchanges, Supervised/Therapeutic Visits.
  - Please describe the Offeror's consultation with the Court regarding the proposed fees and rates for services applied to the Supreme Court sliding fee scale according to Supreme Court Order 18-8500-001, Attachment E.
  - Please show the proposed expenditure of parent fees collected by budget category as listed on Budget Form 2 and provide a narrative justification for each category of expense.
4. Describe other potential revenue resources for the program.
  - What other resources does the Offeror expect to use for the program? Such resources may include local, State or Federal grants, foundation money and fundraising efforts, among others.

## BUDGET FORM 2 – PROGRAM OPERATING BUDGET

*PLEASE INSERT PROGRAM NAME*

FY 2021 - July 1, 2020 through June 30, 2021

Please provide a proposed budget to operate the SESV program in the county or counties proposed for services. Attach *additional* pages with a detailed narrative justifying the amount proposed for each category of expense in the budget. The narrative may also be used to describe the Offeror's consultation with the Court regarding parent fees for services.

Category of Expense	AOC Contract	Parent Fees	Other Income	total
Salaries	\$	\$	\$	\$
Benefits				
Travel costs				
Insurance				
Security				
Supplies				
Rent				
Utilities				
Professional Services (itemize by type)				
Telephone, Internet, and Related Services				
Training				
Subscriptions/Dues				
Furniture and Equipment (provide details for major items)				
Other (please list)				
Total 12-Month Program Budget	\$	\$	\$	\$

## BUDGET FORM 3 – PROJECTED REVENUE SOURCES \*

*PLEASE INSERT PROGRAM NAME*

FY 2021 – July 1, 2020 through June 30, 2021

Please provide additional detail regarding the Offeror's proposed revenue sources, *other* than the funding from the AOC.

1. Proposed parent fees to be collected for services as defined on the sliding fee Scale \$ \_\_\_\_\_
2. Local government grants or contributions \$ \_\_\_\_\_
3. Federal/State government funding, including Medicaid, Safe Haven, CASA, etc. \$ \_\_\_\_\_
4. Foundation or other charitable sources \$ \_\_\_\_\_
6. Offeror's own fundraising efforts \$ \_\_\_\_\_
8. Other non-AOC sources (please name)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_
- \* \* \* \* \*
8. TOTAL non-AOC revenue (add lines 1-7) \$ \_\_\_\_\_
9. Total funding requested from the AOC (from Budget Form 2) \$ \_\_\_\_\_
10. Total revenue needed to operate program  
(add "8" and "9" together) \$ \_\_\_\_\_

NOTE: The total revenue needed to operate program shown on Line 10 of Budget Form 3 should equal the proposed total one-year program costs shown on Budget Form 2.

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\* Please provide *additional* pages, as needed, to ensure that the Evaluation Committee has a *complete* picture of the program's financial status and needs. Please note whether any of the funding sources listed above will cease during FY 2021, and if so, please provide the date.

## **ATTACHMENT G**

### **SAFE EXCHANGE & SUPERVISED VISITATION SUGGESTED QUALIFICATIONS AND TRAINING**

#### **1. Training for Visit Supervisors:**

- a. Direct observation of parent/child contact performed by a trained visit supervisor (shadowing);
- b. Co-supervision of the visit by the trainee with a trained visit supervisor; and
- c. Direct observation by a trained visit supervisor while the trainee independently supervises the visit (reverse shadowing); and
- d. New or geographically isolated trainees may substitute the use of a video of parent/child contact and telephone consultation from a trained visit supervisor for shadowing and reverse shadowing. Once there is a trained visit supervisor on site, the requirement of Section must be followed.
- e. Any person who provides direct service to a client or who does clinical supervision of a person providing direct service must complete 24 hours of training covering at least:
  - (1) *New Mexico Court Standards for Safe Exchange & Supervised Visitation*;
  - (2) Provider rules, policies and procedures;
  - (3) Safety for all participants;
  - (4) Mandatory child abuse reporting;
  - (5) Professional boundaries, conflict of interest, confidentiality, and maintaining neutrality;
  - (6) Basic stages of child development;
  - (7) Effects of separation and divorce on children and families;
  - (8) Grief and loss associated with parental separation and removal from the home due to child abuse and neglect;
  - (9) Cultural sensitivity and diversity;
  - (10) Family violence, including domestic violence and the effects of domestic violence on children;
  - (11) Child abuse and neglect, including child sexual abuse;
  - (12) Substance abuse;
  - (13) Provision of service to parents and children with mental health and developmental issues or other physical or emotional impairment;
  - (14) Parent introduction/re-introduction;
  - (15) Parenting skills;
  - (16) Assertiveness training and conflict resolution;
  - (17) How and when to intervene during supervised visits and safe exchanges to maintain the safety of all participants;
  - (18) Observation of parent/child interactions;
  - (19) Preparation of factual observation notes and reports; and
  - (20) Relevant laws regarding child custody and visitation and child protection.

#### **2. Training for Safe Exchange Monitors:**

A person providing *only* safe exchange services may meet these requirements by completing 16 hours of training to include the following:

- a. *New Mexico Court Standards for Safe Exchange & Supervised Visitation*;
- b. Provider rules, policies and procedures; Safety for all participants;
- c. Mandatory child abuse reporting;



- d. Professional boundaries, conflict of interest, confidentiality, and maintenance of neutrality;
- e. Effects of separation and divorce on children and families;
- f. Family violence, including domestic violence and the effects of domestic violence on children;
- g. Cultural sensitivity and diversity;
- h. Child abuse, including child sexual abuse and neglect;
- i. Substance abuse;
- j. Provision of service to parents and children with mental health and developmental issues or other physical or emotional impairment;
- k. Parent introduction/reintroduction;
- l. Assertiveness training and conflict resolution;
- m. How and when to intervene during safe exchanges to protect and maintain the safety of all participants; and
- n. Relevant laws regarding child custody and visitation and child protection.

### **3. Training for Provider Management**

Any person who is responsible for management of a program of Safe Exchange & Supervised Visitation services, in addition to the requirements set forth above, must complete an additional 16 hours of training covering at least the following topics:

- a. Receiving referrals;
- b. Conducting intake and orientation, including preparing children;
- c. Record keeping and confidentiality;
- d. Establishing a visitation contract with clients;
- e. Setting fees;
- f. Setting conditions (rules) for receiving services;
- g. Setting up the physical space or location for safe visits/exchanges;
- h. Collaborating with the Court and the AOC;
- i. Referring clients to other services;
- j. Training and supervising staff, including volunteers and interns;
- k. Reporting to the Court and the AOC, including updating the Safe Exchange & Supervised Visitation automated database at required deadlines and as needed;
- l. Testifying in Court;
- m. Suspending and terminating services; and
- n. Managing and reviewing cases.

## **ATTACHMENT G**

### **SAFE EXCHANGE & SUPERVISED VISITATION**

#### **PARENT FEE STANDARD OPERATING PROCEDURES for PROVIDERS\***

***(To be assessed after SESV referral is ordered.)***

1. Submit a completed Safe Exchange & Supervised Visitation (SESV) Income Determination and Fee Assessment Form (IDFA) to your program's contracted court for each party receiving SESV services.
2. Verify that the information for the party is complete including: the party name, number of minor children, income section, fee assessment section and that the party has signed the statement. If parties refuse to provide proof of income the full fee should be assessed without reduction.
3. File the IDFA with your contracted court, maintain a copy for the internal SESV casefile and issue the party a hardcopy. Fax filing is recommended; work with your court to determine the preferred filing method.
4. Providers must verify, collect and keep on file copies of all supporting financial documentation used to verify party income. All documents collected will be indicated and verified via provider staff signature on the Income Determination and Fee Assessment Form.
5. Using the approved sliding fee scale for SESV and the income information completed on the statement, determine the amount to be charged for intake and all court ordered services related to SESV to be paid by the party. Allow the party to determine a payment frequency. Advise the party of the amount owed, the forms of payment accepted and where to submit payment.
6. Establish a secured email for direct court transmission of SESV payment receipts and reports. Once established with the court the email address cannot be changed.
7. To Assess the Fees:
  - Use the contracted court's SESV sliding fee scale to establish the party's defined income level for application of rate reduction. If the party's income exceeds the maximum income defined on the sliding fee scale the full rate should be assessed.
  - If applicable, use the SESV sliding fee scale to determine the party's Intake Fee. If an Intake Fee is not established on the court's sliding fee scale the provider cannot assess the fee and it cannot be collected.
  - Follow the court order to determine any applicable recurring Other Fees that may apply. This option pertains only to fees listed on the court's SESV sliding fee scale. Parties cannot be charged fees for services related to SESV that are not on the approved scale.
  - Follow the court order to determine the number of hours of service required per week. Use the court's SESV sliding fee scale to determine the Service Fee Rate according to the hours ordered by the court.
  - Calculate the total Recurring SESV Fee according to the party's selected

frequency for payments i.e. hours per week, hours every two weeks or monthly hours billed. Include the total of any recurring Other Fees with this amount as well.

- Calculate the total of the sum of the Intake Fee and Recurring SESV Fee. Enter this total in the First Fee Collected box under For Clerk's Office section.
- Indicate the amount of the Recurring SESV Fee amount in the box under For Clerk's Office section. This is the amount of the regular SESV payment the party will routinely pay the court to continue services moving forward.

8. Parties cannot change an established Recurring SESV Fee once the IDFA form has been submitted without a corresponding court order amending service provision or concrete documentation demonstrating change in income determination. Reassess fees and file an Amended Income Determination and Fee Assessment Form with the court when either condition is demonstrated.

9. Fees for services can only be assessed if they are established on the court's sliding fee scale.

10. Providers will maintain an internal financial tracking system to track all fees collected in relations to corresponding party and case number.

#### 11. Receiving fee payments:

##### *Option 1: Payments Made at Court*

- Fees for services will be collected at the court.
- The Court will email receipts of payment to providers as they are received; a hardcopy will also be issued to the party.
- Providers will log receipts received monthly.
- Provider will submit a monthly invoice to the court itemizing court receipted fees with corresponding case number, party and date of payment.

##### *Option 2: Provider Facilitates Payments for Court*

- Provider will collect fee payments directly from parties in the form of money order or cashier's check written out to the court.
- Provider will have parties sign a log reflecting each payment received as record of payment. This log shall be retained for a minimum of three years for audit purposes.
- Provider will not deposit any funds received from parties, all monies will be batched for court deposit only.
- Provider will deliver payments to the court in batches for record and deposit by the court. Provider will work with the court to establish delivery method and frequency. Fees will not be held for longer than one week.
- With the payments, the provider will submit an accompanying log itemizing each service fee submitted with the corresponding party, case number and date of payment.
- The court will record fees collected and issue receipts for parties.
- Provider will work with the court to determine if receipts are preferred via email or hardcopy. Provider will disburse court receipts to parties.
- The provider will retain a copy of each submitted fee log to be bundled and attached to the monthly invoice for the court.
- The monthly invoice will itemize the total number of service fees collected (i.e., number of

exchanges, visit hours, other fees) and the combined totals of each of the batches submit during the billing cycle for reimbursement.

*Option 3: Provider Deposits Fees*

- Provider will collect all fee payments.
  - Provider will receipt parties.
  - Provider will log each payment along with the corresponding service, party and case number.
  - Provider will have parties sign a log or second party receipt reflecting each payment received as proof of payment. This log/receipt shall be retained for a minimum of three years for audit purposes, as per contract guidelines.
  - Provider will submit payment for all fees collect to the court by end of each work week.
  - With the payment, the provider will submit the itemized log indicating the service fee, amount, party, case number and date of each payment collected.
  - The provider will submit an invoice monthly to recoup fees submitted to the court. The invoice will include a copy of each weekly log submitted within the billing cycle as well as a listing of services billed within the month (i.e., number of exchanges, visit hours, other fees).
12. Following the close of the business month, no later than the 15<sup>th</sup> day of the following month, the provider will submit an itemized invoice to the court to recoup the fees collected for services.
13. All fee payments will be recorded with credits for any prepaid services tracked per party. No refunds will be issued to parties. Should there be a break in services any prepaid credits shall be preserved for future use in the event of reinstatement of services. Providers have the option to reduce prepaid credits in the event of any no call/no show cancellations as long as it is pre-established in the provider policy and procedures as defined in the New Mexico Court Standards for Safe Exchange & Supervised Visitation.
14. Be sure each payment receipt received from the court has the related court SESV fund name indicated with the correct payment amount.
15. Internally reconcile court issued receipts with the tracking report received from the court each month.
16. Record monthly court disbursements received in the online SESV data base. Submit Quarterly Parent Fee Reports to the Administrative Office of the Courts and court according to the SESV contract requirements.
17. Any questions or problems with a disbursement or payment receipt should be brought to the attention of the court's SESV Liaison and the SESV Statewide Program Manager.
- Note: Free Process is not applicable for SESV Services unless so ordered.**

\*Effective September 1, 2018 per Supreme Court order 18-8500-012