

**THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEW MEXICO**

## **REQUEST FOR PROPOSALS**

**Date: April 21, 2019**

**No: 2019-3**

**For: Professional Services Contract, Director for Court Clinic Program  
(Family Court)**

**Proposal Deadline: May 20, 2019 at 4:00 PM**

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

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## **BACKGROUND INFORMATION**

The Second Judicial District Court (SJDC), is part of the Judicial Branch of state government as established in Article VI, Section 12 of the New Mexico constitution. It is the largest general jurisdiction trial court in New Mexico and processes approximately 50,000 cases per year. SJDC has three business locations: “downtown” at 4<sup>th</sup> Street and Lomas, which processes all civil, criminal, and domestic matters; a location at 4<sup>th</sup> and Roma that holds the court Pretrial Services Division; and a location on North 2nd Street “Children’s Court,” which processes all cases concerning juveniles, abuse and neglect, adoptions, and mental health commitments. SJDC has 27 district judges and employs approximately 350 personnel on a full time basis with a budget of \$24,000,000.

## **PURPOSE OF REQUEST FOR PROPOSALS**

### ***Solicitation of Proposals***

The SJDC developed this Request for Proposals (RFP) for the purpose of soliciting, evaluating, and selecting proposals in a fair and competitive manner. If an offeror fails to meet any mandatory items set forth in this RFP, their proposal 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.

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

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

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

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

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

### ***Scope of Work#***

The SJDC is requesting multi-year, sealed proposals to provide professional services for managing the Court Clinic Program for Family Court at SJDC for Fiscal Years ending June 30<sup>th</sup>, 2020, 2021, 2022, and 2023. Individuals must have a current license to practice in the State of New Mexico as a Psychologist and must be able to demonstrate good standing with all licensing and oversight boards, which must be maintained for duration of this professional services agreement. (See NMSA 1978, §13-1-76 for definition of Professional Services and NMSA 1978, §13-1-150 for Multi-term Contracts). The term of the contract shall be one-year, with the option to extend for three successive one-year terms at the same price, and with the same terms and conditions as stated in the original proposal. SJDC reserves the right to reject any or all proposals.

The Contractor will oversee the Court Clinic Program at SJDC:

1. **Program Supervision** - Plan, organize, direct and supervise program(s) initiatives; analyze program operations and manage caseloads; provide recommendations for division budget and annual report; serve as a consultant and expert on all clinical processes and procedures for the court, clinical staff and community; analyze program operations and manage and supervise case flow; serve as a consultant to SJDC and to other district courts throughout the state to help develop mediation and evaluation programs; coordinate with other state agencies and associated professionals; train and make recommendations regarding the hiring and performance of professional, managerial, intern and clerical staff; ensure that clinical services are provided and conducted according to New Mexico Statutes; ensure applicable guidelines for conducting child custody evaluations are followed; work with judges, judicial officers, and the legal community to ensure services offered meet the need of the court and community; develop clinical procedures and guidelines; follow office policies; update procedure manuals and time-sharing guideline booklet used by attorneys and judges; review and update literature given to parties to educate them regarding how to focus on the best interest of the child(ren); maintain up-to-date knowledge of testing instruments, child custody evaluation procedures, child development, forensic testing procedures, mediation/settlement and facilitation, crisis intervention techniques, family counseling, clinical case management, child protective services policies and the laws pertaining to child abuse and neglect.
2. **Clinical Services**
  - a. Manage, supervise and conduct clinical services: interviews, consultations, mediations, psychological evaluations, and full child custody evaluations; train

- clinicians in clinical responsibilities; write detailed forensic reports that include treatment recommendations in the form of court orders; and write parenting plans.
- b. Conduct court-ordered forensic evaluations, such as dangerousness, suicidality, mental status examinations, and competency to testify as a witness; testify as an expert witness in district and metropolitan courts in civil cases under both examination and cross examination; research legal standards; review court records and documents provided by the court or counsel; coordinate with other state agencies and attorneys; write comprehensive forensic reports to address court-ordered referral questions.
  - c. Conduct court-ordered child custody evaluations consistent with applicable guidelines; determine procedures to be used in complicated cases; gather information regarding family dynamics, social structure, psychopathology, substance abuse, collateral data and other information deemed necessary; assess the psychological functioning of each party and the developmental needs of the child(ren); observe the child(ren) interacting with each parent and significant others; integrate test results with other data to determine the ability to parent and the level of attachment of the child(ren) to each parent; consult with collateral sources; assess the lethality of cases involving suicide/homicide risk, domestic violence and child abuse (physical and sexual); assess the potential risk of aggression between parties and/or toward the child(ren) and meet regularly with family court judges and attorneys to address issues impacting family court.
3. **Testing** - Administer, score, interpret, and integrate objective, projective, competency, and other psychological tests; review new psychological tests and determine implementation into the clinical process; determine if more extensive psychological assessments are needed; train and direct staff regarding administering, scoring and interpreting psychological tests.
  4. **Training** - Provide child development and other clinical education to parties involved and other agencies within the community; educate parties regarding the policies and procedures used in the division and developmental needs of children; train judges and the community regarding custody and time-sharing, domestic violence and other issues that impact the court cases; make presentations to the legislature, news media and other organizations; train and supervise clinicians in conducting custody evaluations, abuse and neglect, mediation and child protective services procedures, and large group mediation.
  5. **Post of Duty** - Contractor's post of duty is the Second Judicial District Court and services are to be performed during regular business hours unless alternate arrangements are approved in writing by the Contract Manager.

## **Response Deadline      May 20, 2019 at 4:00 PM**

Proposals must be received by the Procurement Manager by the above date and time to be accepted for review. Requests for extensions of this deadline shall not be granted. Proposals received after the above date and time will not be accepted and will be returned to the applicant unopened.

### **Basic Requirements and Conditions**

#### **1. Acceptance of Conditions Governing the Procurement**

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

#### **2. Incurring Costs**

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

#### **3. Prime Contractor Responsibility**

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

#### **4. Subcontractors**

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

#### **5. Amended Proposals**

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

#### **6. Offeror's Rights to Withdraw Proposal**

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offeror's duly authorized representative addressed to the 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.

#### **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 which is proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal which the Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.

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

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 within 10 days to prevent the disclosure, then the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### 8. No Obligation

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

#### 9. Termination

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

#### 10. Sufficient Appropriation

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

#### 11. Agreement

The SJDC 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 SJDC 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 SJDC and the Contractor or Contractors will follow the format specified by the SJDC. Should an Offeror object to any of the SJDC’s terms and conditions, as

contained in this Section then Offeror must propose specific alternative language that would be acceptable to the SJDC. General references to the Offerors terms and conditions or attempts at complete substitutions are not acceptable to the SJDC and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. All contracts for professional services are subject to the review and approval by the SJDC.

15. Offeror's Terms and Conditions

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

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the SJDC and the selected Offerors 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 NMSA 1978, §§13-1-83 and 13-1-85.

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 SJDC reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the Second Judicial District Court, representing the Contractor adequately.

20. Notice of Criminal Penalties

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

21. Right to Publish

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

22. Ownership of Proposals

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

23. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence.

## **PROCUREMENT MANAGER**

All proposals shall be communicated to: Farah French, Chief Financial Officer, 400 Lomas NW, Albuquerque, NM 87102. Proposals must be in hard copy paper form.

## **PROPOSAL FORMAT AND ORGANIZATION**

1) Number of Responses

Offerors may submit more than one proposal. If submitting more than one proposal the offeror shall identify each proposal as distinct from any other submission.

2) Number of Copies

Offerors shall deliver four (4) identical copies of their proposal on or before the closing date and time for receipt of proposals. Since it may be necessary to reproduce the original proposal to provide sufficient copies for review purposes the proposal must be unbound with no staples. The proposal should not include anything that cannot be photocopied using automatic processors.

3) Proposal Format

In order to facilitate the analysis of responses to the RFP vendors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten on standard 8 ½ x11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within a binder with tabs delineating each section.

4) Proposal Organization

The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

- a) Letter of Transmittal
- b) Table of Contents
- c) Proposal Summary
- d) Response to Evaluation Criteria
- e) Campaign Contribution Form
- f) Offeror's Additional Terms and Conditions (if any)
- g) Updated Resume
- h) Professional and Personal References

i) Other Supporting Material

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

5) Letter of Transmittal

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

- a) identify the RFP being responded to;
- b) identify the name and telephone number of the person responding to the RFP;
- c) explicitly indicate acceptance of the Conditions Governing the Procurement;
- d) acknowledge receipt of any and all amendments to this RFP; and
- e) include any federal tax identification number and/or New Mexico Gross Receipts Tax number.

6) Resume

Each proposal must include the most recent resume for each individual proposed for this contract.

7) Professional and Personal References

Each proposal must include two (2) professional reference letters and two (2) personal references for each individual proposed for this contract. Through the references provided, the Second Judicial District Court will evaluate the performance of and professionalism shown by the contractor for work performed for any of the courts or other state agencies in New Mexico.

8) Campaign Contribution Disclosure

Potential Offerors must submit with their response the “Campaign Contribution Disclosure Form” pursuant to NMSA 1978, § 13-1-191.1 (2007)

## SEQUENCE OF EVENTS

Issuance of RFP	April 21, 2019
Deadline for Response	<b>May 20, 2019 at 4:00 pm</b>
Date of Evaluation	May 24, 2019
Contract Award	May 31, 2019
Protest Deadline	June 14, 2019

## **EVALUATION**

### ***Process***

A representative of the SJDC will open the proposals immediately after the deadline and will record them in the proposal log. Proposals must be in hard copy paper form. All proposals will be reviewed for compliance with the mandatory requirements stated in this document. Proposals deemed to be non-responsive will be eliminated from further consideration. The determination as to non-responsiveness is under the discretion of the SJDC and is final. The procurement manager may contact the Offeror for clarification. The Evaluation Committee may use additional sources of information to complete an evaluation.

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

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

## **Criteria**

The following criteria and potential points awarded are clarified as follows. A minimum of **60** points is required for any award and the total possible points equals **100**.

Current License to Practice in New Mexico as a Psychologist	<b>Pass/Fail</b>
Contract amount proposed/Reasonableness of Cost	<b>Point Value 20</b>
Minimum of six (6) years' experience working with families and children in a therapeutic setting, use of projective, objective, competency and other psychological tests	<b>Point Value 20</b>
Managerial/supervisory experience of clinical programs and professional staff	<b>Point Value 20</b>
Experience/training in advanced mediation techniques with families and involving custody disputes	<b>Point Value 15</b>
Experience conducting court ordered evaluations and providing Testimony in court as an expert witness	<b>Point Value 15</b>
Knowledge of Family Court practices, legal and professional standards of Court Clinic Program, and of services provided by the Court Clinic	<b>Point Value 10</b>

**LETTER OF TRANSMITTAL FORM**  
**LETTER OF TRANSMITTAL**

**RFP:**

**APPLICANT:**

**ADDRESS:**

**TELEPHONE:**

**FAX:**

**E-MAIL:**

**PROPOSAL DATE:**

**PROPOSAL DEADLINE:**

**FEDERAL TAX NUMBER:**

**NM GROSS RECEIPTS TAX NUMBER:**

**ACCEPTANCE:**

**ACKNOWLEDGEMENTS:**

**TOTAL COST AND CERTIFICATION**

\$ \_\_\_\_\_

The offerer understands that the Second Judicial District Court reserves the right to reject any or all proposals and to waive any irregularities in order to award the bid in the best interest of the State of New Mexico.

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

\_\_\_\_\_

(Signature) (Date)

# CAMPAIGN CONTRIBUTION FORM

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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

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

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

The following definitions apply:

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

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

or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made by: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

**--OR--**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)



**STATE OF NEW MEXICO  
SECOND JUDICIAL DISTRICT COURT  
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "AGREEMENT", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the **Second Judicial District Court**, hereinafter referred to as "the COURT" and, \_\_\_\_\_, hereinafter referred to as "CONTRACTOR."

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**ADDRESS OF CONTRACTOR:**

**PHONE NUMBER OF CONTRACTOR:**

**E-MAIL OF CONTRACTOR:**

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

**1. SCOPE OF WORK:**

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- a. Program Supervision** - Plan, organize, direct and supervise program(s) initiatives; analyze program operations and manage caseloads; provide recommendations for division budget and annual report; serve as a consultant and expert on all clinical processes and procedures for the COURT, clinical staff and community; analyze program operations and manage and supervise case flow; serve as a consultant to the COURT and to other district courts throughout the state to help develop mediation and evaluation programs; coordinate with other state agencies and associated professionals; train and make recommendations regarding the hiring and performance of professional, managerial, intern and clerical staff; ensure that clinical services are provided and conducted according to New Mexico Statutes; ensure applicable guidelines for conducting child custody evaluations are followed; work with judges, judicial officers, and the legal community to ensure services offered meet the need of the COURT and community; develop clinical procedures and

guidelines; follow office policies; update procedure manuals and time-sharing guideline booklet used by attorneys and judges; review and update literature given to parties to educate them regarding how to focus on the best interest of the child(ren); maintain up-to-date knowledge of testing instruments, child custody evaluation procedures, child development, forensic testing procedures, mediation/settlement and facilitation, crisis intervention techniques, family counseling, clinical case management, child protective services policies and the laws pertaining to child abuse and neglect.

**b. Clinical Services**

- i. Manage, supervise, and conduct clinical services: interviews, consultations, mediations, psychological evaluations, and full child custody evaluations; train clinicians in clinical responsibilities; write detailed forensic reports that include treatment recommendations in the form of court orders; and write parenting plans.
- ii. Conduct court-ordered forensic evaluations, such as dangerousness, suicidality, mental status examinations, and competency to testify as a witness; testify as an expert witness in district and metropolitan courts in civil cases under both examination and cross examination; research legal standards; review court records and documents provided by the court or counsel; coordinate with other state agencies and attorneys; write comprehensive forensic reports to address court-ordered referral questions.
- iii. Conduct court-ordered child custody evaluations consistent with applicable guidelines; determine procedures to be used in complicated cases; gather information regarding family dynamics, social structure, psychopathology, substance abuse, collateral data and other information deemed necessary; assess the psychological functioning of each party and the developmental needs of the child(ren); observe the child(ren) interacting with each parent and significant others; integrate test results with other data to determine the ability to parent and the level of attachment of the child(ren) to each parent; consult with collateral sources; assess the lethality of cases involving suicide/homicide risk, domestic violence and child abuse (physical and sexual); assess the potential risk of aggression between parties and/or toward the child(ren) and meet regularly with family court judges and attorneys to address issues impacting family court.

**c. Testing** - Administer, score, interpret, and integrate objective, projective, competency, and other psychological tests; review new psychological tests and

determine implementation into the clinical process; determine if more extensive psychological assessments are needed; train and direct staff regarding administering, scoring and interpreting psychological tests.

**d. Training** - Provide child development and other clinical education to parties involved and other agencies within the community; educate parties regarding the policies and procedures used in the division and developmental needs of children; train judges and the community regarding custody and time-sharing, domestic violence and other issues that impact the court cases; make presentations to the legislature, news media and other organizations; train and supervise clinicians in conducting custody evaluations, abuse and neglect, mediation and child protective services procedures, and large group mediation.

**e. Post of Duty** - Contractor's post of duty is the Second Judicial District Court and services are to be performed during regular business hours, unless otherwise authorized in writing by the COURT's Contract Manager.

## **2. COMPENSATION:**

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Compensation shall be based on hours worked at a maximum of \$\_\_\_\_\_ per hour inclusive of gross receipts tax. CONTRACTOR shall submit invoices on a monthly basis for hours worked. CONTRACTOR is expected to work a minimum of \_\_\_\_\_ hours per week, 48 weeks out of the contract year. The Court may request a detailed invoice at any time of time spent by the CONTRACTOR incurred in conducting the Scope of Work above.

Payments shall be made within thirty days of receipt of each monthly invoice.

The total amount of compensation by Court to the CONTRACTOR under the terms of this Agreement shall not exceed \$\_\_\_\_\_ inclusive of gross receipts tax on an annual basis.

CONTRACTOR is solely responsible for all costs and fees for maintaining license and continuing education.

## **3. TERMS:**

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This AGREEMENT runs from \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_, and all services are to be performed within this time unless changes are authorized by the COURT or unless this AGREEMENT is terminated pursuant to Paragraph 5. Work hours shall be determined by the CONTRACTOR to provide the contracted services as soon as possible.

**4. RENEWAL OPTION:**

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Pursuant to NMSA 1978, Section 13-1-150, this contract may be renewed for a period not to exceed a term of four years, including all extensions and renewals.

**5. TERMINATION FOR CAUSE OR CONVENIENCE:**

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This AGREEMENT may be terminated with cause by the COURT upon written notice delivered to CONTRACTOR at least 10 days prior to the intended date of termination. This AGREEMENT may be terminated without cause by the COURT upon written notice delivered to CONTRACTOR at least 30 days prior to the intended date of termination. The CONTRACTOR may terminate this AGREEMENT for non-payment upon written notice delivered to the COURT at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for the performance or failure to perform prior to the date of termination.

**6. CONTRACT MANAGER:**

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All written notifications and invoices required in this AGREEMENT shall be submitted by CONTRACTOR to the COURT's Contract Manager. The COURT's Contract Manager is:

James A. Noel  
Court Executive Officer  
400 Lomas NW  
Albuquerque, NM 87102

Written notifications from the COURT to CONTRACTOR shall be sent via first class mail, postage pre-paid, to the address listed by CONTRACTOR on the first page of this AGREEMENT. CONTRACTOR is responsible for immediately notifying the COURT in writing of any changes to the contact information for CONTRACTOR.

**7. STATUS OF CONTRACTOR:**

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The CONTRACTOR and the CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services and are not employees of the state. The CONTRACTOR and CONTRACTOR'S agents and employees shall not, as a result of this AGREEMENT, accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to state employees.

**8. 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.

**9. 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.

**10. RECORDS AND AUDIT:**

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The CONTRACTOR shall maintain detailed time records that indicate the date, time and nature of services rendered. These records shall be provided by the CONTRACTOR for inspection by the COURT and the State Auditor upon written request of the COURT. The COURT has the right to audit billings both before and after payment. Payment under this AGREEMENT is not a waiver of the right to the COURT to recover excessive or illegal payments.

**11. APPROPRIATIONS:**

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The continuation of this AGREEMENT is contingent on sufficient appropriations and authorizations for expenditures being made by the New Mexico legislature. If sufficient appropriations and authorizations are not made by this entity, this AGREEMENT shall, notwithstanding the provisions of any other paragraph, terminate on the CONTRACTOR'S receipt of written notice of termination from the COURT. The COURT's decision of whether sufficient appropriations and authorizations for expenditures have been made shall be accepted by the CONTRACTOR and shall be final.

**12. FINAL PAYMENT:**

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Since all payments under this AGREEMENT shall be monthly, the COURT shall be entitled to withhold the final payment due hereunder, pending final approval by the COURT of the services rendered. Upon receipt and acceptance of a final project report prior to the final payment, the CONTRACTOR shall furnish the COURT 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.

**13. RELEASE:**

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Upon final payment of the amount due under this AGREEMENT, the CONTRACTOR releases the COURT, its employees and the state of New Mexico from all liability, claims and obligations arising under this AGREEMENT that were reasonably discoverable prior to final payment. The CONTRACTOR agrees not to propose to bind the state of New Mexico to any obligations not assumed in this AGREEMENT by the state of New Mexico, unless the CONTRACTOR has express authority to do so, and then only within the strict limits of that authority.

**14. 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.

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

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All materials developed or acquired by the CONTRACTOR under this AGREEMENT shall become the property of the state of New Mexico, and shall be delivered to the COURT 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.

**16. CONFLICT OF INTEREST:**

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The CONTRACTOR warrants that it currently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of services required pursuant to this AGREEMENT. The CONTRACTOR shall comply with all statutory provisions that require disclosure to the Secretary of State of amount received under state contract when and if such provisions become applicable.

**17. 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.

**18. 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.

**19. NOTICE:**

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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.

**20. SCOPE OF AGREEMENT:**

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

**21. 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.

**22. APPLICABLE LAW:**

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This AGREEMENT shall be governed by the applicable laws, statutes, rules and regulations of the State of New Mexico.

**23. 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.

**24. SIGNATURE:**

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Signed by the parties on the dates indicated:

**STATE OF NEW MEXICO  
SECOND JUDICIAL DISTRICT COURT:**

\_\_\_\_\_  
James A. Noel  
Court Executive Officer

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

\_\_\_\_\_  
Elizabeth A. Garcia, General Counsel  
Certifying Legal Sufficiency

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

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

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. # \_\_\_\_\_

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: \_\_\_\_\_  
TAX & REVENUE DEPARTMENT

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

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

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