



OFFICE OF FAMILY  
REPRESENTATION AND ADVOCACY  
Improving lives through outstanding advocacy

**REQUEST FOR PROPOSALS (RFP)**

**RFP# 2024-003**

**Issue Date:** March 5, 2024

**Submission Deadline:** April 5, 2024, 5:00 MST

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## I. BACKGROUND INFORMATION

The New Mexico Office of Family Representation and Advocacy (OFRA) receives a limited amount of state general fund monies and Federal Title IV-E funds to provide court-appointed legal representation to indigent clients in Abuse and Neglect matters under Children's Code.

The OFRA seeks proposals from licensed attorneys, firms or other entities to provide representation to parties in Abuse and Neglect matters.

## II. SEQUENCE OF EVENTS

Dates are subject to change at the discretion of the Procurement Manager. Advance notice will be issued about any date changes.

Action	Responsibility	Date
1. Issue RFP	OFRA	March 5, 2024
2. Deadline to Submit Receipt of Application	Potential Offerors	5:00 p.m. March 11, 2024
3. Deadline to Submit Written Questions	Potential Offerors	5:00 p.m. March 11, 2024
4. Response to Written Questions and RFP Amendments	OFRA	March 15, 2024
5. Submission of Proposal	Offeror	5:00 p.m. April 5, 2024
6. Campaign Contribution Disclosure	Offeror	5:00 p.m. April 5, 2024
7. Evaluation of Applications and Selection of Finalists	OFRA and Evaluation Committee	April 12, 2024
8. Notification of Finalists	OFRA	April 16, 2024
9. Finalize/Award Contract	OFRA/Offeror	April 19, 2024

10. Protest Deadline	Offeror	5:00 p.m. April 26, 2024
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### III. PURPOSE OF REQUESTS FOR PROPOSAL

To identify attorneys seeking to represent parents, guardians, custodians, eligible adults, and/or children and youth in Children’s Code proceedings in any district around the state.

#### Solicitation of Proposals

In accordance with the appropriate sections of the New Mexico Procurement Code (Chapters 13-1-28 through 13-1-199 NMSA 1978, as amended), the OFRA requests proposals from attorneys, firms or entities licensed in the State of New Mexico to provide professional representation for indigent parties involved in the Abuse and Neglect system. This representation may be in the role Respondents attorney, Guardian ad Litem for children under 14 years of age, Youth Attorney, Eligible Adult Attorney, or Appellate Attorney.

The OFRA reserves the right to reject any or all proposals in whole or in part and to cancel this RFP at any time when it is in OFRA’s interest to do so. Proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive or incomplete may be eliminated from further consideration.

#### Definitions

The following definitions apply:

“Associate” means the employee of a firm, corporation or entity who is the contractor.

“Caseload” means the cases assigned and handled by an attorney in the fiscal year.

“Designee” means an individual, firm, or entity who is officially selected as the representative of the contractor or the OFRA to carry out any of the responsibilities under this contract.

“Prospective offeror” means a person or firm or entity who seeks to submit a competitive sealed proposal.

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

“Subcontractor” means an individual, firm, or entity who contracts with the contractor to perform part or all of the duties and obligations which are the responsibility of the contractor under the contract.

#### Acknowledgement of Receipt

Potential Offerors must confirm receipt of this RFP by sending the Confirmation form (APPENDIX A) via e-mail to [lisa.fitting@ofra.nm.gov](mailto:lisa.fitting@ofra.nm.gov) with “RFP CONFIRMATION” in the subject line. The body of the email shall include each potential offeror’s name, address, e-mail address, and phone number. The e-mail confirming receipt of the RFP must be received by the above email address on or before March 11, 2024, by 5:00 p.m. Only potential offerors who have confirmed receipt of the RFP will be placed on the “RFP Distribution List” and will receive written answers to questions regarding the RFP and any amendments to the RFP and/or Proposed service Contract. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

The initial contract will terminate on June 30, 2024, subject to renewal in accordance the New Mexico Procurement Code. Any renewal of a contract will be contingent upon satisfactory contract compliance by the contractor as determined by OFRA and upon sufficient funding.

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

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

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

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

If it becomes necessary for OFRA 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 confirmed receipt of the RFP packet and/or posting upon the OFRA website. All persons intending to make a proposal shall provide written acknowledgment of receipt of any revisions or supplements. The OFRA shall not issue a revision or supplement to the RFP less than seven days before the deadline set for the receipt of proposals unless the OFRA also extends the deadline.

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

#### **IV. SCOPE OF WORK**

The successful offeror will provide legal services to all clients in a professional and skilled manner in accordance with the relevant Scope of Work (see Attachments A, B, C, D), New Mexico Children’s Code (NMSA 32A- 1-1 et. seq.), New Mexico Supreme Court Performance Standards

(available at nmcourts.gov) or any Attorney Performance Standards subsequently adopted by the Family Representation and Advocacy Commission, the Rules of Professional Conduct (Rules 16-101 to -805 NMRA), applicable case law and rules, and the terms of the contract. The successful Offeror will utilize the Cornerstone Advocacy approach to representation and will work with an Interdisciplinary Team where available and determined to be appropriate for the client by the interdisciplinary legal team. The OFRA reserves the right to negotiate additional provisions with the successful bidder. All contracts are reviewed, approved, and managed by the OFRA.

Attorneys will participate in training on representing all types of clients (children, youth, eligible adults, and respondents) and will be expected to serve in multiple roles (Guardian ad Litem, Youth Attorney, Respondent Attorney and/or Counsel for an Eligible Adult). Offerors may request to serve in multiple districts and may request appellate cases.

Successful offerors will be required to complete a minimum of 10 hours continuing legal education relevant to child and family welfare law.

Legal organizations and law firms agree to follow the OFRA practice model (using principles and practices of Cornerstone Advocacy; representing children, youth, respondents, and eligible adults; and working with an Interdisciplinary Team when appropriate for the client).

Legal organizations and law firms agree to either (a) pay employed attorneys on an annualized salary basis or (b) pay subcontractors at or above the rates established in the caseload tiers detailed in the Sample Contract (see Appendix D).

Successful offerors agree to participate in monitoring and quality control efforts, including case file reviews, courtroom observations, and monitoring of caseload/workload and training, for compliance with the terms of the contract and the OFRA Practice Model.

Attorneys shall report to the OFRA their total caseload (by attorney, if more than one attorney in the organization or firm maintains a caseload), other contracts, and other employment, as well as the relative percentage of each obligation in each attorney's workload. Attorneys with multiple contracts and/or employment shall report how the multiple obligations will be managed to assure compliance with contractual terms.

## **V. CONTRACT AMOUNT**

A successful offeror shall perform as an independent contractor for the entire term of the contract and is responsible for all state and federal taxes and any licenses or training costs.

### **Compensation**

The successful offeror will be compensated exclusively from funds appropriated to the OFRA by the state legislature and funds received via Title IV-E reimbursements. Payment pursuant to any contract resulting from this RFP shall provide compensation in-full for all services performed whether performed by the individual contractor or by a pre-approved associate, designee, or subcontractor. A contractor or their associate, designee, or subcontractor shall receive no other compensation from the State for services performed nor shall anything of value be accepted or

solicited for work performed under the contract.

The successful offerors shall comply with all contracting and billing procedures of the OFRA and State of New Mexico, including submission of an invoice with an accurate monthly service log summarizing the work performed by the individual contractor or by a pre-approved associate, designee, or subcontractor. The monthly log will be used for data collection and program evaluation purposes.

Attorneys must have access to the internet, a working e-mail address, appropriate technology and the ability to use the technology necessary for effective representation.

Attorneys who accept assignments for cases will be required to enter detailed case activity into the identified case management system; until a case management system is made available, attorneys will be required to provide detailed case activity in interim data surveys, invoices and service log(s), which shall be submitted, via email to the OFRA.

Offerors shall agree to submit monthly invoices to OFRA between the first and fifteenth day of each contract month, for services performed the month prior. Invoices received thirty (30) days after the fifteen (15) days, will be subject to a 20% reduction and any monthly invoice received sixty (60) days or more after the fifteen days will not be paid, absent a finding of extenuating circumstances by the OFRA Director. Payments shall be made by OFRA to the successful Offeror(s) within thirty days of receipt of an accurate and complete invoice for service satisfactorily performed.

## **VI. RFP REQUIRED CONTENT**

1. Letter of Transmittal (APPENDIX B)
2. Proposal (See PROPOSAL FORMAT AND ORGANIZATION, Section IX, Paragraph 7 – Mandatory Content)
3. A current resume
4. Verification of professional liability insurance (declaration page)
5. Verification of good standing from the New Mexico Supreme Court
6. Signed Campaign Contribution Disclosure Form (see Attachment C)

### **Submission Deadline April 5, 2024, 5:00 pm, MST.**

Proposals *must* be received by the Procurement Manager by April 5, 2024, at 5:00 pm, MST. to be accepted for review.

Requests for extensions of this deadline shall not be granted. *Proposals received after the deadline will not be accepted and will be returned to the applicant.*

Proposals must be submitted electronically.

The Procurement Manager and OFRA personnel will not merge, collate, or assemble proposal materials.



## **Interaction with the OFRA**

The OFRA will assign a procurement manager to work with the Offeror(s) to manage the RFP, its requirements, and deliverables. Such management and oversight by the OFRA, however, does not relieve the Offeror(s) of the primary responsibility for complying with deliverables and meeting deadlines in the RFP, or other requirements imposed by the OFRA.

## **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 Proposal. Submission of a proposal constitutes acceptance of the Evaluation Criteria.

### **2. Incurring Costs**

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

### **3. Identification of Offeror and of designees, associates or subcontractors**

Responses to this RFP by entities comprised of multiple attorneys, shall identify both a managing attorney and the attorney(s) who will be entered as counsel of record or provide legal services for the assigned caseload. For submissions where a firm or entity proposes more than one attorney performing work, each attorney's documentation must be provided as set forth in Section IX, Paragraphs 4 and 5 (Proposal Format and Organization) in this RFP. Requirements regarding notification of changes to or the addition of attorneys to the performance of work will be set forth in any contract that may result from this RFP.

- a. Any contract that may result from this RFP and any work performed thereunder by associates or subcontractors will require prior authorization from the OFRA and the Contractor will be required, pursuant to this contract and the applicable ethical rules, to assure that:
  - i. All standards and requirements set for the Contractor are met;
  - ii. The Contractor assumes oversight and responsibility for all work performed under this Contract, including those cases where a designee, associate, or subcontractor fulfills the terms of the contract;
  - iii. The Contractor shall carry its own malpractice insurance as set forth below and assumes responsibility for ensuring that its designees, associates or subcontractors maintain insurance coverage.
  - iv. Any contract that may result from this RFP shall specify that the contractor shall not permit, without the advance written approval of OFRA, any portion of the services to be performed under this Agreement be performed by designees, associates or subcontractors.

#### 4. Administrator Identification

Any contract that may result from this RFP shall identify the individual responsible for exercising administrative oversight of the contract.

#### 5. Questions about the RFP

Responses will be provided only to questions submitted in writing, by the procedure indicated herein, and only to clarify information already included in this RFP. Written questions must be received by March 11, 2024 at 5:00 pm, MST, and should be sent via email to [lisa.fitting@ofra.nm.gov](mailto:lisa.fitting@ofra.nm.gov). All questions and responses will be made public to all offerors through [www.familyrepresentationnm.org](http://www.familyrepresentationnm.org). No employee of OFRA will answer questions about this RFP outside of the formal question and response process.

#### 6. Response to Written Questions and RFP Amendments

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

#### 7. 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 Letter of Proposal. The personnel of the OFRA will not merge, collate, or assemble proposal materials.

#### 8. Amendments to the RFP

If amendments to the RFP are issued, it will be posted on the OFRA website [www.familyrepresentationnm.org](http://www.familyrepresentationnm.org). Any amendment to the RFP that affects price or technical content will be issued no later than seven days before the due date for proposal submissions.

#### 9. Offeror's Rights to Withdraw Proposal

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

#### 10. 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 any material that is proprietary or confidential. The OFRA 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 pursuant to the Inspection of Public Records Act, for disclosure of data for which an offeror has made a written request for confidentiality, the OFRA shall examine the offeror's request and make and distribute 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, the proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

#### 11. No Obligation

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

#### 12. 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 OFRA determines such action to be in the best interest of the OFRA and the State of New Mexico.

#### 13. 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 effectuated by sending written notice to the contractor. The decision of the OFRA as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

#### 14. Agreement

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

#### 15. Governing Law

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

#### 16. Basis for Proposal

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

#### 17. Contract Terms and Conditions (see Sample Contract, Appendix D)

The contract will follow the format specified by the OFRA. Should an offeror object to any of the terms and conditions of the OFRA as contained in this Section, then the offeror must propose

specific alternative language that must be acceptable to the OFRA. General references to the offeror's terms and conditions or attempts at complete substitutions are not acceptable to the OFRA 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 OFRA.

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

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

#### 19. Contract Deviations

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

#### 20. Offeror Qualifications

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

#### 21. 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.

#### 22. Notice of Criminal Penalties

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

#### 23. Right to Publish

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

#### 24. Ownership of Proposals

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

#### 25. Electronic Mail Address Required

The majority of any communication regarding this procurement will be conducted by electronic mail (email) and any offeror must have a valid email address at which to receive correspondence. OFRA is not responsible for misdirected or undeliverable electronic communications and the offeror is solely responsible for assuring that submissions or communications are received before all posted deadlines.

### **VII. CONTACT INFORMATION**

#### Procurement Manager

Lisa Fitting, Procurement Manager  
Administrative Services Director  
OFRA  
[lisa.fitting@ofra.nm.gov](mailto:lisa.fitting@ofra.nm.gov)

#### Financial Administrator

Theresa Benavidez  
Chief Financial Officer  
OFRA  
[theresa.benavidez@ofra.nm.gov](mailto:theresa.benavidez@ofra.nm.gov)

### **VIII. PROPOSAL SUBMISSIONS**

All proposals shall be submitted by email to:

Lisa Fitting, Procurement Manager  
Administrative Services Director  
OFRA  
[lisa.fitting@ofra.nm.gov](mailto:lisa.fitting@ofra.nm.gov)

### **IX. PROPOSAL FORMAT AND ORGANIZATION**

#### 1. Number of Responses

Offerors shall submit only one proposal. The proposal must clearly identify the judicial district (s) the offeror seeks to work within.

#### 2. Identification of Offerors

Responses to this RFP by an offeror which is a firm, corporation or entity comprised of more than one

licensed attorney or an organization which is seeking to have associates, designees or subcontractors approved to provide services under the scope of work, shall identify both a managing attorney and the attorney(s) who will be entered as counsel of record or provide legal services for the assigned caseload. Each associate, designee or subcontractor who would provide services under the scope of work must submit the material required pursuant to this RFP including Section IX, paragraphs 5(B) through (F), 7, and 8.

### 3. Proposal Submittal

Offerors shall email their proposal on or before the closing date and time for receipt of proposals.

### 4. Proposal Format

In order to facilitate the analysis of responses to the RFP, offerors are required to prepare their proposals in accordance with the instructions outlined in this section. All proposals must be typewritten and submitted via email as a single combined PDF with standard 8.5x11 pages. The personnel of the OFRA will not merge, collate, or assemble proposal materials.

### 5. Proposal Organization

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

- a. Letter of Transmittal (APPENDIX B)
- b. Table of Contents
- c. Proposal – Mandatory Content
- d. Supreme Court Certificate of Good Standing (or proof of request for the Certificate)
- e. Campaign Contribution Form (APPENDIX C)
- f. Offeror’s Additional Terms and Conditions (if any)
- g. Other Supporting Material

Within each section of the 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 that may improve the quality of their responses. However, these materials should be included in a separate, clearly identified appendix.

### 6. Letter of Transmittal (APPENDIX B)

Each proposal must be accompanied by a Letter of Transmittal. Failure to include the Letter of transmittal may result in an offer being deemed non-responsive.

### 7. Mandatory Content

The Proposal must include the following:

- a. The RFP number being responded to;
- b. Offeror's identifying and contact information, to include full name, business name, business address, phone number, email, and all the same information for designees, associates, and subcontractors, including the material required pursuant to this RFP Section IX, paragraphs 5 (B) through (F), 7, and 8;
- c. Preferred attorney role or roles the Offeror is seeking to fill (Respondent Attorney, Guardian ad Litem, Youth Attorney, Eligible Adult Attorney, and/or Appellate Attorney), and reasons for seeking the specific attorney role(s). **Regardless of preference, attorneys will be required to fill all roles (Respondent Attorney, Guardian ad Litem, Youth Attorney, Eligible Adult Attorney) with the exception of Appellate Attorney.** Attorneys not functioning as Appellate Attorneys will be required to file a docketing statement for appeals, at which point the appeal itself will be transferred to an Appellate Attorney;
- d. The Offeror's total current Abuse and Neglect caseload (by attorney, if more than one in the organization or firm), other contracts, and other employment, as well as the relative percentage of each obligation in each attorney's workload. Attorneys with multiple contracts and/or employment shall report the percentage of Offeror's practice they anticipate dedicating to Abuse and Neglect practice and how the multiple obligations will be managed;
- e. The judicial district(s) and specific counties where the Offeror is seeking to practice;
- f. Offeror's Experience:
  - i. in Children's law;
  - ii. as a Respondent's Attorney;
  - iii. as a Guardian ad Litem;
  - iv. as an attorney representing Youth;
  - v. as an Eligible Adult Attorney in Fostering Connections cases;
  - vi. as a Court-Appointed Attorney with the New Mexico Administrative Office of the Courts;
  - vii. working with social service agencies, CYFD, and other service providers;
  - viii. in Juvenile Justice/Delinquency law; and
  - ix. in any committees, commissions, organizations, task forces, work groups, or any other organizational group(s) relating to Children's Law;
- g. Training the Offeror has received (including legal and non-legal training), emphasizing

- training received in the past two years, in the following areas: Aging Out / Emancipation, Child Development, Developmental Disabilities, Domestic Violence Education, Family Connections, Immigration, Interviewing Children and Youth, Juvenile Justice, Mediation, Mental and Behavioral Health, Neglect, Physical Abuse, Sexual Abuse, Substance Misuse, Trauma-Responsive Practice, Trial Advocacy Training, Other (please specify);
- h. A description of the Offeror's view of the current challenges in child and family welfare law;
  - i. Offeror's educational history, including all colleges attended (undergraduate, graduate, and law school), as well as degrees or certificates conferred, and dates degrees or certificates were awarded;
  - j. Whether Offeror has been disciplined for violation of any rules of professional conduct in any jurisdiction. In particular, whether Offeror has ever received any discipline, formal or informal, including an "Informal Admonition." If so, the Offeror must include a description of the violation, including when it occurred, the discipline imposed, and whether and how the discipline was successfully completed;
  - k. Whether Offeror has ever been a named party in any lawsuit in their professional capacity. If so, please explain the nature of the lawsuit(s) and the result(s);
  - l. Offeror's proof of coverage for professional liability insurance;
  - m. Offeror's bar admissions, dates of admission, and if not admitted to the State Bar of New Mexico, proof of ability to lawfully practice in New Mexico under an appropriate status, such as Pro Hac Vice, Limited License, or Emeritus status);
  - n. Offeror's current employer and Offeror's areas of current practice, and any other state-paid contracts Offeror holds or has held in the past three years;
  - o. Explanation of Offeror's office organization, automation and technological resources, office hours (reachable by clients), calendaring system, ability to meet deadlines, time/billing system, and case management systems;
  - p. Explanation of Offeror's experience and ability to work collaboratively with other parties while providing zealous advocacy;
  - q. Explanation of Offeror's ability to attend out of court meetings. (SCRB, FCMs, pre-trial mediation, and the like);
  - r. Explanation of Offeror's ability to visit minor clients and meet with adult clients;
  - s. A statement explicitly indicating acceptance of the Conditions Governing the Procurement, found at NMSA 1978 Section 13-1-1 through 13-1-199;
  - t. Signature by the person authorized to contractually obligate the offeror and any proposed



associates;

- u. Acknowledgment of receipt of any and all amendments to this RFP;
- v. The Offeror's federal tax identification number and/or New Mexico Gross Receipts Tax number; and
- w. The most recent resumes of the offeror.

## 8. Campaign Contribution Disclosure

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

## **X. EVALUATION**

### **Process**

A representative of the OFRA will open the proposals immediately after the deadline and will record them in the proposal log. An evaluation committee will review all proposals based on the published criteria and may or may not request an oral presentation by offerors. Proposals must be in electronic format. All proposals will be reviewed for compliance with the mandatory requirements stated in this document.

Proposals deemed to be non-responsive will be eliminated from further consideration. The determination, as to non-responsiveness, is under the discretion of the OFRA in coordination with the evaluation committee and such determination is final. The OFRA may contact the offeror for clarification. The evaluation committee may use additional sources of information to complete its evaluation. Proposals deemed to be responsive will be evaluated by the evaluation committee based on the evaluation criteria and the assigned point value. Offerors with the highest points earned will be selected as finalists. If offerors are requested to submit best and final responses, then they will have points recalculated based on the best and final response. The responsible offeror whose proposal is most advantageous to the OFRA, 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 OFRA will send an email with the award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

### 1. Notification of Finalists

The Procurement Manager will notify the finalist Offerors on April 16, 2024. Only finalists will be invited to participate in the subsequent steps of the procurement.

### 2. Best and Final Offers from Finalists

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers.

### 3. Finalize and Award Contract(s)

The contract(s) shall be finalized and awarded to the Offeror(s) whose proposal(s) is/are most advantageous on January 3, 2024. In the event that mutually agreeable terms cannot be reached within the timeframe specified, the OFRA 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 OFRA, and the successful Offeror(s) has been finalized.

### 4. Protest Deadline

Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA 1978, and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end at Jan 10, 2024, 5:00 pm, MST. Protests must be written and must include the name and address of the protestor. It must also contain a statement of grounds for the protest, including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be emailed to the Protest Manager at the electronic address as listed under this section. Protests received after the deadline will not be accepted.

All protests shall be communicated to:

Lisa Fitting, Procurement Manager  
Administrative Services Director  
OFRA  
[lisa.fitting@ofra.nm.gov](mailto:lisa.fitting@ofra.nm.gov)

### Criteria

EVALUATION POINTS: 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	Rationale for Score
Offeror's experience working with Children's Code cases (including section 32A-6-1 et seq.)	20	

Offeror's experience with social service agencies, CYFD, and other service providers	20	
Offeror's legal and non-legal training in relevant areas	20	
Perspective – current challenges in child and family welfare law and practice	20	
Disciplinary history	20	
Offeror's current practice areas and total caseloads including abuse/neglect and other types	20	
Description of Offeror's office organization, automation, office hours (reachable by clients), calendaring system, ability to meet deadlines, time/billing system, and case management systems	20	
Offeror's ability to attend out of court meetings, home visits or client meetings (SCRB, FCMs, pre-trial mediations, etc.)	20	
Completion of the RFP	20	
<b>Total</b>	<b>180</b>	

**APPENDIX A: ACKNOWLEDGEMENT OF RECEIPT FORM**  
**REQUEST FOR PROPOSALS FOR ATTORNEY SERVICES**  
**OFFICE OF FAMILY REPRESENTATION AND ADVOCACY**

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

The acknowledgement of receipt must be signed and emailed to the Procurement Manager no later than March 11, 2024, 5:00 pm MST. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the OFRA's written responses to those questions, as well as any RFP amendments that may be issued.

**PREFERRED DISTRICT(S):** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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

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

Send Acknowledgement to:

Lisa Fitting, Procurement Manager  
OFRA  
Email: [lisa.fitting@ofra.nm.gov](mailto:lisa.fitting@ofra.nm.gov)

**APPENDIX B: LETTER OF TRANSMITTAL**

**RFP NUMBER:** \_\_\_\_\_

**APPLICANT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**PROPOSAL DATE OF SUBMISSION:** \_\_\_\_\_

**PROPOSAL DEADLINE:** \_\_\_\_\_

**NM VENDOR NUMBER (IF AVAILABLE):** \_\_\_\_\_

**NM GROSS RECEIPTS TAX NUMBER:** \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX C: CAMPAIGN CONTRIBUTION FORM

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

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

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

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

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

The following definitions apply:

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

**“Campaign contribution”** means a gift, subscription, loan, advance, or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect, or

expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

**Contribution Made By:** \_\_\_\_\_

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

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

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

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

**Purpose of Contribution(s):** \_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**--OR--**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



## APPENDIX D: SAMPLE CONTRACT

### STATE OF NEW MEXICO OFFICE OF FAMILY REPRESENTATION AND ADVOCACY

PROFESSIONAL SERVICES CONTRACT #XXXXXXXXX FOR RESPONDENT ATTORNEY,  
ELIGIBLE ADULT ATTORNEY, YOUTH ATTORNEY, GUARDIAN AD LITEM AND/OR  
APPELLATE ATTORNEY

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **OFFICE OF FAMILY REPRESENTATION AND ADVOCACY**, hereinafter referred to as the “Agency,” and **XXXXXXXXXX** hereinafter referred to as the “Contractor,” and is effective on the date executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

The purpose of this agreement is to provide high quality legal representation for children, youth, eligible adults, indigent parents, and other legal parties who are the subject of abuse or neglect proceedings, or Family in Need of Court Ordered Services (FINCOS) proceedings, or Fostering Connections proceedings, including proceedings for the termination of parental rights, adoption proceedings, or other abuse/neglect, FINCOS, or Fostering Connections proceedings designated by the Agency, as defined by statute.

#### IT IS FURTHER AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall:

A. Provide legal services in a professional and skilled manner in accordance with the relevant Scope(s) of Work (see Attachments A, B, C, and D), the New Mexico Children’s Code (NMSA 32A-1-1 et seq.), the New Mexico Supreme Court Performance Standards (available at nmcourts.gov) or any Attorney Performance Standards subsequently adopted by the Agency, the Rules of Professional Conduct (Rules 16-101 to -805 NMRA), applicable case law and rules, and the terms of the contract. The Contractor will utilize the Cornerstone Advocacy approach to representation, will work with an Interdisciplinary Team when determined to be appropriate by the Agency, and will otherwise do all things necessary for or incidental to the performance standards, which are hereby incorporated. The Contractor will remain in compliance with all standards, rules, statutes and case law mentioned in this paragraph throughout the contract period.

B. Timely provide services and accurate invoices in compliance with this agreement. Contractor will remain in compliance with such policies and procedures throughout the contract period, including any amendments/revisions made thereto by the Agency during the contract period.

C. Upon the issuance of a final order, counsel the client on their rights of appeal. If a client requests an appeal, Contractor shall timely file a Notice of Appeal pursuant to Rule 10-352 NMRA. In addition, Contractor is responsible for filing a timely Docketing Statement and Request for Appointment of Appellate Counsel. A GAL or youth attorney responding to an appeal may receive additional compensation contingent on availability of funds. If Contractor has questions about this process, Contractor may contact the Agency for guidance.

D. Comply with the confidentiality requirements of the New Mexico Children’s Code (§ 32A-1-1 et seq.), the Mental Health and Developmental Disabilities Act (§ 43-1-1 et seq.), and when any data or case records could contain medical records, the Contractor shall consider those medical records or data to be

covered by the Health Insurance Portability and Accountability Act (HIPAA). When HIPAA applies, the Contractor shall ensure that the medical records are protected in accordance with the standards in the HIPAA Security Rule and Privacy Rule as defined by the U.S. Department of Health and Human Services, found at <https://www.hhs.gov/hipaa/index.html>. Contractor shall observe the HIPAA Security Rule and Privacy Rule and other industry standards and best practices when applicable to safeguard confidential and sensitive court information that is maintained on Contractor's systems, software, or any other medium belonging to Contractor, for the required time period.

E. Immediately provide written notice to the Agency if the Contractor's license to practice law has been suspended or terminated for any reason, including for administrative reasons such as non-payment of bar dues, or the Contractor is the subject of a substantiated investigation by the New Mexico Children Youth and Families Department (CYFD). There is no obligation to report an unsubstantiated investigation.

F. Maintain Liability Insurance:

- i. Every attorney accepting assignments from the Agency shall continuously maintain professional liability (malpractice) insurance. Contractors should be aware that allowing coverage to lapse or be cancelled may have the effect of voiding coverage for claims made prior to the date of any new policy.
- ii. A Contractor who allows their insurance to lapse or be cancelled shall immediately notify the Agency of the same in writing. Contractors who do not provide proof of continuous professional liability insurance, upon request, are not in compliance with this Agreement, and may be ineligible to receive payment for services provided or have existing cases reassigned.
- iii. Where the scope of work being fulfilled by a subcontractor is approved, the Contractor shall assure that the attorney handling any portion of the scope of work continuously maintains professional liability insurance.

G. Participate in the Agency's program and individual performance evaluation processes as requested and cooperate with the Agency in efforts to improve representation. All evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

H. Comply with the complaint procedure adopted by the Agency if a complaint against Contractor is made to the Agency, and with any recommendations made by the Agency after investigation of the complaint.

I. Carry a reasonable caseload that allows them to provide competent representation for each of their clients.

J. Regularly review the Agency's website, [www.familyrepresentationnm.org](http://www.familyrepresentationnm.org), for updates of the policies, procedures, and guidelines. Should the need for any change arise, the Agency will promptly contact Contractor.

## 2. **Compensation.**

A. Compensation is directly tied to caseload ranges as listed in the tables below. Only one attorney per contract will receive credit for a case (client) assignment unless the Agency has provided pre-approval for co-counsel.

B. The following tiers will be used for compensation of cases not subject to the jurisdiction of the Second Judicial District's ICWA Court:

<b>Number of Cases per County</b>	<b>Monthly Compensation</b>
61+	\$ 160.00 per case
56-60	\$9,608.00

51-55	\$8,780.00
46-50	\$7,952.00
41-45	\$7,124.00
36-40	\$6,295.00
31-35	\$5,467.00
26-30	\$4,639.00
21-25	\$3,811.00
16-20	\$2,982.00
11-15	\$2,153.00
6-10	\$1,789.00
3-5	\$1,325.00
1-2	\$ 613.00

C. For cases subject to the jurisdiction of the Second Judicial District’s ICWA Court, the following tiers will be used for compensation:

Number of ICWA Court Cases	Monthly Compensation for ICWA Court Cases
45-49	\$11,628.00
40-44	\$10,417.00
35-39	\$9,205.00
30-34	\$7,994.00
25-29	\$6,782.00
20-24	\$5,572.00
15-19	\$4,360.00
10-14	\$3,149.00
4-9	\$2,616.00
1-3	\$897.00

D. ICWA Court cases shall be counted separately, and identified separately in the Contractor’s invoice, from the Contractor’s non-ICWA Court cases.

E. Contractor’s caseload ranges as of XXXXXXXXX, are determined to be:

**XXXXXXXXXXXXXXXXXX**

F. The Agency shall pay to the Contractor in full payment for appropriately billed legitimate legal services satisfactorily performed at the rate of XXXXX dollars per month, unless the Contractor’s caseload tier changed during the billing period, such monthly compensation not to exceed XXXXXX, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed XXXXXXXX. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached, however attorney Contractors retain all obligations to their clients under the Rules of Professional Responsibility. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

G. Payment is subject to modification when there are changes in Contractor's caseload requiring either an upward or downward movement in tier(s), and/or the addition or deletion of county(s). Contractor shall modify their billing each month to accurately reflect their caseload. If the party attorney is representing has been dismissed from the case and not bill for the case starting the month after work has terminated on the case.

H. The Agency shall provide reimbursement for approved expenses:

- i. Mileage reimbursement: Contractor shall be reimbursed for actual mileage as calculated by the New Mexico Department of Finance and Administration (DFA) mileage chart or exact odometer readings in conformity with the New Mexico Department of Finance and Administration (DFA) Mileage Rate Calendar, which establishes the mileage rate. See DFA Mileage Rate Calendar-2024 and mileage chart at <https://www.nmdfa.state.nm.us/financial-control/resource-information/memos-and-notices/>. All travel must occur in a manner that optimizes efficiency. The Agency will not reimburse mileage for Contractor's staff. Mileage is reimbursable by the AGENCY for per-trip, out-of-town mileage when a trip is in excess of 40 miles, pursuant to the current regulation. Mileage calculation shall be based upon the contractor's address at the time of contracting unless otherwise amended by mutual agreement.
- ii. Training, Professional Development, and Travel Expenses: Contractor may receive reimbursement for approved expenses and may on occasion be reimbursed for pre-approved training, conferences, and other associated pre-approved travel expenses. Contractor is responsible for all administrative costs and the Agency will not reimburse the Contractor for such fees. Contractor will be reimbursed for out-of-state travel expenses in addition to mileage with prior approval by Agency. Contractor will not be reimbursed for in-state travel expenses other than mileage, except in extraordinary circumstances with prior approval by the Agency.
- iii. Child Welfare Law Specialist Certification:
  - a. If Contractor holds a Child Welfare Law Specialist Certification through the National Association of Counsel for Children the Contractor shall provide documentation of the certification within the first quarter of the fiscal year. If documentation is provided during the first quarter of the fiscal year, Agency will compensate Contractor an additional 5% of the monthly figures listed in Subsection B beginning in the month following receipt of documented Child Welfare Law Specialist Certification up to a maximum of \$25,000.00 per year.
  - b. Certification Costs. The Agency will pay for the Contractor's annual fee or recertification fee if necessary. Should the Contractor become certified during the period of this agreement and provide documentation during the course of the fiscal year, the Agency shall reimburse the Contractor for the application fee and exam fee and the Contractor shall become eligible for an increased contract rate in the following fiscal year. See <https://naccchildlaw.org/cwls-certification/>.

I. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below; to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work; and to approval by the General Services Department State Purchasing Division. (GSD/SPD). All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

J. Contractor shall submit monthly invoices to the Agency, including a detailed accounting that conforms to the Agency's written billing instructions, which may be amended at the discretion of the Agency. Invoices must be submitted between the first and fifteenth day of each contract month for services performed

the month prior. Invoices received thirty (30) days after the fifteen (15) days will be subject to a 20% reduction and any monthly invoice received sixty (60) days or more after the fifteen days will not be paid, absent a finding of extenuating circumstances by the Agency Director. Payments shall be made by the Agency to the Contractor within thirty days of receipt of an accurate and complete invoice received for service satisfactorily performed.

K. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD This Agreement shall terminate on **June 30, 2024**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. **Termination.**

- A. This Agreement shall terminate on June 30, 2024. This Contract may be terminated sooner without cause by either of the parties upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination, or pursuant to the Appropriations section, *infra*. By such termination, no party shall nullify obligations already incurred. For all cases appointed during any month for which the Contractor received compensation as set forth in the Compensation section, *supra*, the Contractor shall provide services through disposition, even if disposition occurs after the termination of the contract period.
- B. Default by either party is cause for termination, provided that written notice is given by the other party at least fourteen (14) days before such termination shall occur. Default includes failing to provide required services or to comply with the terms set forth herein.
- C. Upon termination, Contractor shall continue to represent his/her client until substitute counsel enters an appearance or Contractor is otherwise released by the Court. Contractor shall make reasonable efforts to identify substitute counsel willing and able to assume caseload and cooperate with substitute counsel to ensure that the client continues to be effectively represented. At a minimum, Contractor shall provide new counsel with a transfer memo that includes: Client name(s), client contact information, child placement type(s), attorney role, names of other parties and counsel, case stage, case number, date/time/type of next hearing, ICWA status, the assigned judge, names of the Children's Court Attorney, the Permanency Planning Worker (PPW) and the PPW Supervisor, and a short synopsis of events and issues in the case.
- D. Case transfer protocol. Upon delivery of written notice (30) days prior to the intended date of termination, or pursuant to the Appropriations section, *infra*, the Agency and contractor will cooperate in the process of identifying a new attorney to take over Contractor's caseload. It is Contractor's responsibility to prepare their cases for transfer. Contractor shall prepare transfer memoranda for each case containing substantively similar information as the sample template transfer memorandum attached to this contract as Attachment E. Contractor shall prepare and complete, to the best of their ability, a Withdrawal and Entry of Appearance by Substitute

Counsel form, in substantive conformity with the Withdrawal and Entry of Appearance by Substitute Counsel attached to the contract as Attachment F. Contractor shall also be responsible for transferring any documents, photos or other discovery related to the case to the substitute counsel.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the New Mexico Legislature 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 by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment by the Agency.

**9. Release.**

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

**10. Confidentiality.**

Any confidential information provided 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 organization by the Contractor without the prior written approval of the Agency. This provision shall extend indefinitely beyond the term of this Agreement.

**11. Product of Service -- Copyright.**

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 Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.



C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings 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.

**15. Penalties for violation of law.**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). 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.

**18. Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**19. Records, Financial Audit, Audit, and Quality Assurance.**

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments,

E. The Contractor shall maintain all files, pleadings, and documents necessary for the competent representation of the client and keep records that indicate the date, amount of time, and nature of services rendered for a period of three (3) years from the date of final payment under this Agreement.

F. The Contractor shall maintain records of total caseload (by attorney, if more than one is assigned a caseload in the organization or firm), other contracts, and other employment, as well as the relative percentage of each obligation in each attorney's workload. If the Contractor has multiple contracts and/or employment, the Contractor shall report how the multiple obligations will be managed.

G. A compilation of such records shall be delivered to the Agency upon request. These records shall be subject to audit by the Department of Finance and Administration, the Agency, and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

H. Case files may be kept and/or archived by electronic means, including encrypted internet storage, disk, or other media provided the means of storage is encrypted, housed in a secure, confidential location, and the Contractor maintains a secure backup system.

I. The Contractor agrees to participate in any quality assurance process approved by the Agency, including the Program Assessment described in Section 1(H) above.

J. The Contractor agrees to participate in monitoring and quality control efforts, including case file reviews, courtroom observations, and monitoring of caseload/workload and training, for compliance with the terms of the contract and the Agency Practice Model.

**20. Prohibition against Dual Compensation.**

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

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency 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. 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 Agency.

**22. New Mexico Employees Health Coverage.**

If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**24. Notices.**

Any notice required to be given to either party by this Agreement shall be via e-mail to:

**To Agency:**

Lisa Fitting  
Office of Family Representation and Advocacy  
[lisa.fitting@ofra.nm.gov](mailto:lisa.fitting@ofra.nm.gov)

**To Contractor:**

XXXXXXXXXXXX

**25. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Legal Counsel – Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Agency's Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: XX-XXXXXXX-XXX

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
GSD/SPD Contracts Review Bureau

## **Attachment A -- Scope of Work**

### **Respondent Attorneys**

The Contractor shall provide Respondent Attorney representation for parties who the court has determined to be indigent, and whose child or children are the subject of abuse or neglect proceedings or Family in Need of Court Ordered Services (FINCOS) proceedings, including proceedings for the termination of parental rights, adoption proceedings, or other proceedings designated by the Court.

- A. The Contractor shall represent his/her clients in accordance with the New Mexico Children's Code, NMSA 32A-1-1 et. seq.; the Rules of Professional Conduct, Rules 16-101 to -805 NMRA (2008); the Performance Standards for Respondent's Attorneys as adopted by New Mexico Supreme Court Order NO. 11-8500; and with all other applicable laws and rules.
- B. The Contractor shall competently represent their client's interests; specifically the Contractor shall:
  - a. attend all hearings and present evidence of reasonableness and unreasonableness of the agency's efforts to return the child home and any alternative effort that could have been made;
  - b. attend all meetings concerning the client in person or by phone, including CYFD treatment team meetings;
  - c. inform the client of the right to appeal and shall continue representation through:
    - i. the filing of the docketing statement and appointment of appellate counsel by the appellate court pursuant to NMSA 1978 32A-4-20;
    - ii. an expedited appeal from an order issued under NMSA 1978 32A-4-18;
  - d. meet with and interview the client in a professional manner, with meetings occurring at a minimum,
  - e. review all case records and in consultation with the client, determine the need for witnesses and evidence and present the client's declared position to the Court;
  - f. communicate with significant people in respondent's life including health care, mental health care, and other professionals involved in the client's case and review medical and psychological reports relating to the case;
  - g. counsel the client, in a developmentally appropriate manner, concerning the subject matter of the litigation, the client's rights, the court system, the proceedings, the lawyer's role, and what to expect in the legal process;
  - h. cooperate with any Court-Appointed Special Advocate (CASA), as directed by the client; and
  - i. represent and protect the cultural needs of the client.
- C. The Contractor shall continue representation of all cases assigned during the contract period through dismissal; in the event of a change of venue, the originating respondent attorney shall remain on the

case until a respondent attorney is appointed by the court in the new venue and the new respondent attorney has communicated with the former respondent attorney.

- D. Accurately maintain records of all work performed pursuant to this Agreement. Such records include, but are not limited to, calendars, case logs, time sheets, time records, mileage logs, notes, phone messages, letters, and emails. Failure to maintain such records may result in OFRA's nonpayment of Contractor's submitted bills, Contractor's reimbursement of unsubstantiated payments made, and/or termination of this Agreement, as determined at the sole discretion of OFRA.
- E. Provide the OFRA program with all records of work performed pursuant to this Agreement for inspection and evaluation in such form and manner as the OFRA in its sole discretion may require, subject to any applicable privilege(s) or confidentiality limitations.
- F. Comply with the OFRA's Billing Policies and Procedures and all amendments made by the OFRA to the Billing Policies and Procedures during the Contract Period.
- G. Utilize the OFRA's approved forms or, once available, OFRA's case management system to input all case information, billing and activity in compliance with the OFRA's Billing Policies and Procedures.
- H. The Contractor agrees to participate in at least ten (10) hours of training, during the term of this contract, in those areas of the law in which the Contractor performs service pursuant to this agreement. Contractor shall provide copies of the CLE certificates, MCLE annual reports, or written confirmation of attendance by the provider or the New Mexico State Bar, annually to the OFRA on or before March 30 of the contract year.

## **Attachment B Scope of Work**

### **Guardian ad Litem**

The Contractor shall provide Guardian ad Litem representation for children, under age 14, who are the subject of abuse or neglect proceedings or Family in Need of Court Ordered Services (FINCOS) proceedings, including proceedings for the termination of parental rights, adoption proceedings, or other proceedings designated by the Court.

- A. The Contractor shall represent clients to the best of their ability in accordance with the New Mexico Children's Code, NMSA 32A-1-1 et. seq.; the Rules of Professional Conduct, Rules 16-101 to -805 NMRA (2008); the Performance Standards for Guardian ad Litem as adopted by the New Mexico Supreme Court Order NO. 11-8500; and with all other applicable laws.
- B. The Contractor shall competently represent their client's best interest; specifically, the Contractor shall:
  - a. meet with and interview the client before every hearing and present the client's declared position to the Court;
  - b. ensure client has proper notice of every hearing, and an opportunity for meaningful participation at the hearing;
  - c. communicate with health care, mental health care, and other professionals involved in the client's case and review medical, psychological and educational reports relating to the case;
  - d. counsel the client, in a developmentally appropriate manner, concerning the subject matter of the litigation, the client's rights, the court system, the proceedings, the lawyer's role, and what to expect in the legal process;
  - e. cooperate with any Court-Appointed Special Advocate (CASA);
  - f. represent and protect the cultural needs of the client; and
  - g. inform the client of the right to appeal and shall continue representation when appropriate through:
    - i. the filing of the docketing statement and appointment of appellate counsel by the appellate court pursuant to NMSA 1978 32A-4-20; and
    - ii. expedited appeal from an order issued under NMSA 1978 32A-4-18.
- C. As required in the New Mexico Children's Code (Section 32A-1-7), when appointed as the Guardian ad Litem, the Contractor shall:
  - a. contact the child prior to any proposed changes in the child's placement and contact the child within 72 hours after changes in the child's placement;
  - b. report to the Court on the child's adjustment to placement, the department's and respondents' compliance with prior court orders and treatment plans, and the child's degree of participation

during visitation.

- D. In addition, as required by best practice, the Guardian ad Litem shall:
- a. work toward reducing delays and ensure that the Court recognizes the need to speedily promote permanency for the child
  - b. attend all meetings concerning the child, in person or by phone, including treatment team meetings and administrative hearings;
  - c. when reasonable and appropriate,
    - i. personally observe the child's interaction with parents, or with whomever the child may be reunited, when reunification is anticipated;
    - ii. personally observe each and every residence at which the child is placed promptly after the child is placed at the residence to determine and facilitate the safety and well-being of the child; and
    - iii. contact the child when apprised of emergencies or significant events impacting the child.
- E. The Contractor shall continue representation of all cases assigned during the contract period through dismissal; in the event of a change of venue, the originating attorney shall remain on the case until an attorney is appointed by the court in the new venue and the new attorney has communicated with the former attorney.
- F. Accurately maintain records of all work performed pursuant to this Agreement. Such records include, but are not limited to, calendars, case logs, time sheets, time records, mileage logs, notes, phone messages, letters, and email. Failure to maintain such records may result in OFRA's nonpayment of Contractor's submitted bills, Contractor's reimbursement of unsubstantiated payments made, and/or termination of this Agreement, as determined at the sole discretion of OFRA.
- G. Provide the OFRA with all records of work performed pursuant to this Agreement for inspection and evaluation in such form and manner as the OFRA in its sole discretion may require, subject to any applicable privilege(s) or confidentiality limitations.
- H. Comply with the OFRA's Billing Policies and Procedures and all amendments made by the OFRA to the Billing Policies and Procedures during the Contract Period.
- I. Utilize the OFRA's approved forms or, once available, OFRA's case management system to input all case information, billing and activity in compliance with the OFRA's Billing Policies and Procedures.
- J. The Contractor agrees to participate in at least ten (10) hours of training, during the term of this contract, in those areas of the law in which the Contractor performs service pursuant to this agreement. Contractor shall provide copies of the CLE certificates, MCLE annual reports, or written confirmation of attendance by the provider or the New Mexico State Bar, annually to the OFRA on or before March 30 of the contract year.



## **Attachment C Scope of Work**

### **Attorneys for Youth**

The Contractor shall provide representation for youth, age 14 and older, who are the subject of abuse or neglect proceedings or Family in Need of Court Ordered Services (FINCOS) proceedings, including proceedings for the termination of parental rights, adoption proceedings, or other proceedings designated by the Court.

- A. The Contractor shall represent clients to the best of his/her ability in accordance with the New Mexico Children's Code, NMSA 32A-1-1 et. seq.; the Rules of Professional Conduct, Rules 16-101 to -805 NMRA (2008); the Performance Standards for Youth Attorneys as adopted by the New Mexico Supreme Court Order NO. 11-8500; and with all other applicable laws.
- B. The Contractor shall competently represent their client's interest; specifically, the Contractor shall:
  - a. meet with and interview the client before every hearing and present the client's declared position to the Court;
  - b. ensure client has proper notice of every hearing, and advise that the client has a right to be present at every hearing;
  - c. request the client's presence be assured at every hearing the client has expressed an intent to attend;
  - d. contact the youth prior to any proposed changes in the youth's placement and contact the youth within 72 hours after changes in the youth's placement;
  - e. communicate with health care, mental health care, and other professionals involved in the client's case and review medical, psychological and educational reports relating to the case;
  - f. counsel the client, in a developmentally appropriate manner, concerning the subject matter of the litigation, the client's rights, the court system, the proceedings, the lawyer's role, and what to expect in the legal process;
  - g. cooperate with any Court-Appointed Special Advocate (CASA), as directed by the client;
  - h. represent and protect the cultural needs of the client; and
  - i. inform the client of the right to appeal.
- C. As required in the New Mexico Children's Code (Section 32A-1-7.1), when appointed as Attorney for Youth, the Contractor:
  - a. shall provide the same manner of legal representation and be bound by the same duties to the youth as is due an adult client, in accordance with the rules of

professional conduct; and

- b. shall, unless excused by the court, represent the youth during any appellate proceedings;

D. In addition, as required by best practice, the Youth Attorney shall:

- a. work toward reducing delays and ensure that the Court recognizes the need to speedily promote permanency for the child or youth as directed by the client;
- b. advise the youth regarding the potential outcomes of the case;
- c. advise the youth regarding the possible permanency plans that could be ordered;
- d. advise the youth on the strengths and weaknesses of the youth's expressed position(s);
- e. advise the youth of their right to direct the objective of representation;
- f. attend all meetings concerning the youth, in person, by phone or by letter, including: treatment team meetings, administrative hearings, and Citizen Review Board meetings;
- g. represent and zealously advocate the youth's stated position including but not limited to:
  - i. visitation and interaction; and
  - ii. the youth's preferred permanency plan;
- h. personally observe each and every residence at which the youth is placed promptly after the youth is placed at the residence to determine and facilitate the safety and well-being of the youth; and
- i. contact the youth when apprised of emergencies or significant events impacting the youth.

E. The Contractor shall continue representation of all cases assigned during the contract period through dismissal; in the event of a change of venue, the originating attorney shall remain on the case until an attorney is appointed by the court in the new venue and the new attorney has communicated with the former attorney.

F. Accurately maintain records of all work performed pursuant to this Agreement. Such records include, but are not limited to, calendars, case logs, time sheets, time records, mileage logs, notes, phone messages, letters, and email. Failure to maintain such records may result in OFRA's nonpayment of Contractor's submitted bills, Contractor's reimbursement of unsubstantiated payments made, and/or termination of this Agreement, as determined at the sole discretion of OFRA.

G. Provide the OFRA with all records of work performed pursuant to this Agreement for inspection and evaluation in such form and manner as the OFRA in its sole discretion may require, subject to any applicable privilege(s) or confidentiality limitations.

- H. Comply with the OFRA's Billing Policies and Procedures and all amendments made by the OFRA to the Billing Policies and Procedures during the Contract Period.
- I. Utilize the OFRA's approved forms or, once available, OFRA's case management system to input all case information, billing and activity in compliance with the OFRA's Billing Policies and Procedures.
- J. The Contractor agrees to participate in at least ten (10) hours of training, during the term of this contract, in those areas of the law in which the Contractor performs service pursuant to this agreement. Contractor shall provide copies of the CLE certificates, MCLE annual reports, or written confirmation of attendance by the provider or the New Mexico State Bar, annually to the OFRA on or before March 30 of the contract year.

## **Attachment D Scope of Work**

### **Eligible Adult Attorneys**

The Contractor shall provide Eligible Adult Attorney representation for adults, age 18 to 21, who submitted to the Court's jurisdiction via a Voluntary Placement Agreement pursuant to the Fostering Connections Act.

- A. The Contractor shall represent clients to the best of his/her ability in accordance with the New Mexico Children's Code, NMSA 32A-1-1 et. seq.; the Rules of Professional Conduct, Rules 16-101 to -805 NMRA (2008); the OFRA draft Performance Standards for Eligible Adults; and with all other applicable laws.
- B. The Contractor shall competently represent their client's interest; specifically, the Contractor shall when reasonable and appropriate:
  - a. meet with and interview the client before every hearing and present the client's declared position to the Court;
  - b. ensure client has proper notice of every hearing, and advise that the client has a right to be present at every hearing;
  - c. communicate with health care, mental health care, and other professionals involved in the client's case and review medical and psychological reports relating to the case;
  - d. counsel the client, in a developmentally appropriate manner, concerning the subject matter of the litigation, the client's rights, the court system, the proceedings, the lawyer's role, and what to expect in the legal process;
  - e. counsel the client regarding:
    - i. the nature of voluntary participation;
    - ii. qualification or eligibility requirements;
    - iii. the supports and services available, including, guaranteed housing, guaranteed connection to community based behavioral health supports, job assistance, food access, and money for college;
    - iv. the ability to exit and re-enter receiving services during their eligibility period; and
    - v. prompt notification regarding any disqualifying occurrence;
  - f. represent and protect the cultural needs of the client; and
  - g. inform the client of any right to appeal.

- C. When appointed as counsel to an eligible adult, the Contractor:
  - a. shall provide the same manner of legal representation and be bound by the same duties to the eligible adult as is due any adult client, in accordance with the rules of professional conduct;
  - b. shall, unless excused by the court, represent the client during any appellate proceedings; and
- D. The Contractor shall continue representation of all cases assigned during the contract period through dismissal; in the event of a change of venue, the originating attorney shall remain on the case until an attorney is appointed by the court in the new venue and the new attorney has communicated with the former attorney.
- E. Accurately maintain records of all work performed pursuant to this Agreement. Such records include, but are not limited to, calendars, case logs, time sheets, time records, mileage logs, notes, phone messages, letters, and email. Failure to maintain such records may result in OFRA's nonpayment of Contractor's submitted bills, Contractor's reimbursement of unsubstantiated payments made, and/or termination of this Agreement, as determined at the sole discretion of OFRA.
- F. Provide the OFRA with all records of work performed pursuant to this Agreement for inspection and evaluation in such form and manner as the OFRA in its sole discretion may require, subject to any applicable privilege(s) or confidentiality limitations.
- G. Comply with the OFRA's Billing Policies and Procedures and all amendments made by the OFRA to the Billing Policies and Procedures during the Contract Period.
- H. Utilize the OFRA's approved forms or, once available, OFRA's case management system to input all case information, billing and activity in compliance with the OFRA's Billing Policies and Procedures.
- I. The Contractor agrees to participate in at least ten (10) hours of training, during the term of this contract, in those areas of the law in which the Contractor performs service pursuant to this agreement. Contractor shall provide copies of the CLE certificates, MCLE annual reports, or written confirmation of attendance by the provider or the New Mexico State Bar, annually to the OFRA on or before March 30 of the contract year.

**Attachment E**

**Confidential Transfer Memo**

Attorney Name:

Memo date:

Client name(s)	
Role	
Other parties and counsel	
Case stage	
Case No.	
ICWA	
Judge	
CCA	
PPW Sup	
PPW	
Client Contact info	
Child placement type	
Next Hearing	
Additional info	

Case summary:

**Attachment F**

XXXXXXX JUDICIAL DISTRICT  
CHILDREN'S COURT DIVISION  
COUNTY OF XXXXXXXX  
STATE OF NEW MEXICO

CAUSE NO. D-XXX-JQ-20XX-XXXXX

STATE OF NEW MEXICO, *ex rel*  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
IN THE MATTER OF XXXXX, CHILD(REN), AND CONCERNING XXXXXXXXXX, RESPONDENT(S).

ORDER APPROVING WITHDRAWAL AND  
ENTRY OF APPEARANCE BY SUBSTITUTE COUNSEL

Withdrawal

I, ATTORNEY NAME, hereby withdraw as Attorney of record for CLIENT NAME, in the above-captioned matter.

\_\_\_\_\_  
Withdrawing attorney

Next hearing in this matter is set: \_\_\_\_\_

Substitution and Entry of Appearance

I, ATTORNEY NAME, hereby enter my appearance as attorney of record for CLIENT NAME.

\_\_\_\_\_  
Substituting Attorney  
All contact information