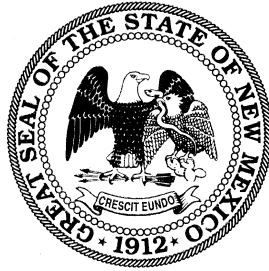


STATE OF NEW MEXICO
Human Services Department



REQUEST FOR PROPOSALS (RFP)

RFP# 11-630-9000-0010

New Mexico Works Providers

Issue Date: April 15, 2011

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

This RFP is for the New Mexico Human Services Department (Department or HSD) to solicit proposals from organizations that will provide professional services under the New Mexico Works (NMW) Program to low-income families and individuals, as funded by and allowable under the federal Temporary Assistance to Needy Families (TANF) block grant while adhering to state and federal laws and regulations and fulfilling the state and federal goals and objectives of TANF. NMW Program provides cash assistance to eligible families and assists parents in becoming self-sufficient through employment. The NMW Program service provider will develop individual employability plans by assessing abilities and barriers and will provide case management, job development, and referrals for additional training and education, if suitable with the individual plan for self-sufficiency. Offerors are to provide evidence of experience and ability to work with low-income families in becoming self-sufficient.

B. VISION

The goals of HSD are to reduce the impact of poverty on people served by providing services that prevent or reduce poverty; to reduce the impact of poverty on the State of New Mexico; to impact positively the social and economic health of New Mexico; and to assure low-income and disabled individuals in New Mexico equal participation in the life of their communities.

The four goals of TANF as set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) are to:

1. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
2. End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
3. Prevent and reduce the incidence of out-of-wedlock pregnancies; and
4. Encourage the formation and maintenance of two-parent families.

The NMW program is an employment and training program established by the New Mexico Works Act to help needy families achieve self-sufficiency through employment with benefits and wages that will enable them to support their families. The NMW service provider assists NMW parents in becoming self-sufficient through job development, case management, and employability plans which recognize the different situational needs, skills, experience and abilities of each individual.

This RFP will assist the Department to strengthen, supplement and coordinate efforts in furtherance of the Vision of the Department, the New Mexico Works Act and the TANF block grant.

C. PERFORMANCE OUTCOMES

The NMW service provider(s) shall attain the following NMW Program outcomes:

1. Meet the Work Participation Rates (WPR) established by Federal law to measure how well TANF recipients are engaged in work activities. If not met, the state may face penalties up to 5% of its yearly TANF grant. ** There are two WPR which New Mexico must meet :
 - a. All Family Rate - 50% of all work-eligible NMW participants (includes single parent and two parent households) must be engaged in work activities monthly.
 - b. Two Parent Rate - 90% of all work-eligible NMW participants (two-parent households only) must be engaged in work activities monthly.
2. Meet placement and retention rates for NMW participants as follows:
 - 60% of NMW Program work-eligible caseload must obtain employment during the State fiscal year.
 - 95% Placements must be at or greater than \$7.50/Hour.
(All parents must be placed in jobs paying at least minimum wage unless a different method of calculating compensation is used by employer).
 - 85% placements will have retained employment at six months.
3. Meet job development rates as follows:
 - On a monthly basis maintain an inventory of job openings equal to the number of job ready NMW participants during that month. Job openings must pertain to the geographical area and skills level of the participants.

***If WPR are not met, the State may face penalties imposed by the Federal government. In the event HSD proves that the NMW service provider's performance results in reductions in HSD's receipt of program funds from any governmental agency, the service provider shall remit to HSD, as liquidated damages, such funds as are necessary to make HSD whole, but only to the extent such damages are caused by the actions of the service provider.*

D. SUMMARY SCOPE OF WORK (SOW)

The NMW Program Mandatory Business Specifications (Scope of Work), attached to the RFP as Appendix A, outlines the work to be performed by the NMW service provider as follows:

1. Meet performance standards as established by Federal and State TANF authority;

2. Assist TANF parents to improve the quality of life for themselves and their children through job development, case management and referrals to support services;
3. Reduce the TANF caseload by increasing the number of families who are able to leave TANF due to an increase in family income through appropriate job placements which promote retention and progression in the workplace;
4. Reduce the number of TANF parents who are sanctioned by assisting them in meeting federal/state participation requirements through appropriate case management, including referrals to support services;
5. Ensure that TANF families obtain the services that will help them reduce or avoid dependence on public cash assistance and increase their quality of life;
6. Provide services that will stabilize a family's situation and enable parents to fulfill their responsibilities to support their children;
7. Provide TANF parents with the opportunity to acquire the training and skills necessary to qualify for employment;
8. Provide necessary support services so that TANF parents can participate in NMW Program and become employed;
9. Promote coordination of services, to increase accessibility to those services for parents, and maximize the use of existing resources;
10. Emphasize parental accountability;
11. Assist low-income noncustodial fathers become better parents, obtain employment, and pay child support;
12. Conduct skills and aptitudes assessments with each parent referred to the NMW Program and counsel parents on appropriate activity tracks that are in line with their present circumstances;
13. Provide a case manager (Career Development Specialist) for each parent throughout the parent's period of enrollment in NMW who will counsel the parent regarding life-coping skills; make referrals to support services; place parent in appropriate activities after assessing the parent; and monitor, evaluate and document the parent's progress;
14. Develop resources to increase the accessibility and quality of services for parents; and
15. Collect, analyze, and report specific program information related to all job development, placement rates, and work activities that NMW parents are involved in, on a monthly basis or as requested by HSD (see SOW attached herein as Appendix A, Section 10, Records and Reporting; and Appendix G to this RFP).

The Department reserves the right to amend its Mandatory Business Specifications (Scope of Work) in response to federal and/or state legislative changes to TANF and/or the NMW Act.)

E. SCOPE OF PROCUREMENT

In accordance with federal TANF regulations and the New Mexico Works Act sections 27-2B-1 through 27-2B-20 NMSA 1978, the state must establish a work program for TANF cash recipients to engage in federally-approved work activities. Services to be provided by the NMW service provider(s) under the Mandatory Business Specifications (Scope of Work) must comply with Federal and State regulations for TANF, other cash assistance and Supplemental Nutrition Assistance Program (SNAP) Employment and Training (E&T) programs. The NMW service provider will provide job development, case management, develop individualized employment plans and assist TANF recipients with training, education and support services in order to help them achieve self-sufficiency through employment. In providing services to TANF recipients, the NMW service provider must meet the federal participation rates and the performance outcomes identified in Section I. C of this RFP.

The NMW service provider is required to report specific program information related to the NMW participants as a means of providing evidence to HSD that program requirements are being met. Reports are to be submitted to HSD on a monthly basis or as requested by HSD (see SOW attached herein as Appendix A, Section 10, *Records and Reporting*; and Appendix G of this RFP). In addition, the service provider is required to conduct assessments of NMW participants' skills, education, work experience and barriers to employment using assessment tool(s) approved by HSD.

This is a one year contract. Services to eligible families shall be determined upon award of contract as agreed between HSD and selected Offeror and upon approval by the New Mexico Department of Finance and Administration (DFA), but no earlier than July 1, 2011 and no later than September 1, 2011.

NMW services under this RFP are to be provided state-wide, in all counties within the state. Any proposal that does not serve the entire state will be deemed unresponsive.

The Department reserves the option of renewing the initial contract or portion thereof for up to two (2) one-year extensions for a total of four (4) years. An award not to exceed legislative appropriation of TANF Block Grant funds shall be made to the responsible Offerors whose proposal(s) are most advantageous to the Department, taking into consideration the evaluation factors set forth in this RFP.

F. PROCUREMENT MANAGER

The Department has designated a Procurement Manager who is responsible for the conduct of this procurement whose name, address, and telephone number are listed below:

Nicole Taylor
Acting Bureau Chief, Work & Family Support Bureau
Income Support Division, HSD
2009 S. Pacheco Street
Santa Fe, NM 87505

Phone: (505) 827-7287
Fax: (505) 827-7259
E-mail: Nicole.Taylor1@state.nm.us

All deliveries via express carrier should be addressed as follows:

Nicole Taylor
Acting Bureau Chief, Work & Family Support Bureau
Income Support Division, HSD
2009 S. Pacheco Street
Santa Fe, NM 87505
Phone: (505) 827-7287
Fax: (505) 827-7259
E-mail: Nicole.Taylor1@state.nm.us

Any inquiries or request regarding this procurement should be submitted to the Procurement Manager in writing. Offerors may contact **ONLY** the Procurement Manager regarding the procurement. Other state employees do not have the authority to respond on behalf of the Department.

G. DEFINITION OF TERMINOLOGY

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

“Close of Business” means 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date provided.

“Contract” means any agreement for the procurement of items of tangible personal property, services or construction derived from an Invitation to Bid (ITB) or RFP.

“Contract Manager” means the individual selected by the Department to monitor and manage all aspects of the contract resulting from this RFP.

“Contractor” means a service provider who is a party to the contract with the Department.

“Deliverable” means any measurable, tangible, verifiable outcome, result, or item that must be produced to complete a project or part of a project.

“Department” means the New Mexico Human Services Department.

“Desirable” The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

“Determination” means the written documentation of a decision of a procurement manager including findings of fact supporting a decision. A determination becomes part of the procurement file to which it pertains.

“**DFA**” means the Department of Finance and Administration for the State of New Mexico.

“**DFA/CRB**” means the Contracts Review Bureau of the Department of Finance and Administration for the State of New Mexico.

“**Employer**” means any for-profit, government agency, or not-for-profit business, regardless of location, that employs one or more persons.

“**Evaluation Committee**” means a body appointed by the Department management to perform the evaluation of Offeror proposals.

“**Evaluation Committee Report**” means a report prepared by the Procurement Manager and the Evaluation Committee for submission to the State Purchasing Agent for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

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

“**Income Support Division**” (**ISD**) means the Division within the Human Services Department charged with administering the TANF Block Grant and programs pertaining thereto.

“**Invitation to Bid**” (**ITB**) means all documents, including those attached or incorporated by reference, utilized for soliciting sealed bids.

“**Mandatory**” The terms “must,” “shall,” “will,” “is required,” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“**New Mexico Employee**” means any person performing the majority of their work within the State of New Mexico, for any employer regardless of the location of the employer’s office or offices.

“**Offer**” means to submit a response to this RFP.

“**Offeror**” is any person, corporation, or partnership who chooses to submit a proposal.

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

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

“Requirements” are obligatory and mean the system functions that are related to the organization’s goals and business opportunities. Requirements are defined by the project team and are usually prioritized.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal that conforms in all material respects to the requirements set forth in the RFP. Material respects of a RFP include, but are not limited to, price, quality, quantity or delivery requirements.

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

“Solicited and Awarded” means an RFP was made available to the general public, through any means, AND the contract(s) sought as a result of that solicitation was/were awarded.

“Solicitations” means RFPs.

“State (the State)” means the State of New Mexico.

“State Purchasing Agent” (SPA) means the purchasing agent for the State of New Mexico or a designated representative.

“Temporary Assistance to Needy Families” (TANF) means the program administered by the Department under a federal block grant to states which is designed to provide temporary assistance to families while transitioning parents into permanent employment. There is a maximum of 60 months of benefits within one's lifetime.

H. BACKGROUND INFORMATION

HSD manages state and federal funds that provide life’s most basic services to many New Mexican individuals and families—touching the lives of one in three New Mexicans with food, access to health care, income, work, energy assistance and community services. HSD is the fifth largest New Mexico state agency with approximately 2,000 employees in 53 office locations statewide. The Department is organized into six (6) Divisions led and directed by the Office of the Secretary (OOS); the Child Support Enforcement Division (CSED); the Income Support Division (ISD); the Medical Assistance Division (MAD); Behavioral Health Services Division (BHSD); and Program Support, which includes the Administrative Services Division (ASD), Information Technology Division (ITD). Offices within these divisions include the Office of Human Resources (OHR), Office of Inspector General (OIG) and the Fair Hearings Bureau.

At the core of the Department’s mission is its commitment to reduce the impact of poverty on children, families and the state as a whole. To this end, the Department partners with other public and private agencies in setting goals as part of promoting independence and quality of life for their clients. The Department’s goals reflect the commitment to providing the best service possible to their clients through: access, quality and accountability.

At the federal level, TANF was created on July 1, 1997, as a component of the PRWORA, which replaced the Aid to Families with Dependent Children (AFDC) program and also supplanted the Job Opportunities and Basic Skills Training (JOBS) program of 1988. TANF was re-authorized in the Deficit Reduction Act (DRA) of 2005.

I. PROCUREMENT LIBRARY

The Department has established a Procurement Library. Offerors are encouraged to review the material contained in the Procurement Library by selecting the provided web site addresses in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

1. New Mexico Annual Social and Economic Indicators
<http://www.dws.state.nm.us/LMI/pdf/API-2009.pdf>.
2. New Mexico State Purchasing Division links to Procurement Regulations and Request for Proposal – RFP instructions: <http://www.generalservices.state.nm.us/spd/>
3. Sections 27-2B-1 to 27-2B-20 NMSA 1978. New Mexico Works Act
 NM Statutes and Court Rules
 Statutory Chapters in New Mexico Statutes
 27. Public Assistance.
 1. General Provisions, Sections 27-1-1 through 27-1-15.
 2B. New Mexico Works Act, Sections 27-2B-1 through 27-2B-20.

Conway Greene Co. - New Mexico Statutes and Rules

4. New Mexico Works – New Mexico’s Temporary Assistance to Needy Families (TANF) State Plan, January 1, 2009 – December 31, 2011
<http://www.hsd.state.nm.us/isd/ISDPlans.html>

II. CONDITIONS GOVERNING THE PROCUREMENT

A. SEQUENCE OF EVENTS

HSD intends that the following schedule govern the procurement under this RFP as closely as possible. However, with the exception of item 5, the Offerors' deadline to submit proposals, all dates in the schedule may be changed or set at HSD's discretion and without the need to amend the RFP. Dates or deadlines which are set or defined by statute or regulation are governed by such statute or regulation.

	Action	Responsibility	Date
1.	Issue of RFP	Human Services Department	04/15/11
2.	Acknowledgements of Receipt and Distribution List	Human Services Department	04/25/11
3.	Deadline To Submit Additional Written Questions	Potential Offerors	04/25/11
4.	Response to Written Questions/RFP Amendments	Human Services Department	04/29/11
5.	Submission of Proposal	Offerors	05/16/11
6.	Proposal Evaluation	Evaluation Committee	05/17/11-5/19/11
7.	Selection of Finalists	Evaluation Committee	05/20/11
8.	Notification of Finalists	Human Services Department	05/25/11
9.	Finalize Contract	Human Services Department	06/10/11
10.	Contract Award	Department and DFA/CRB	About 06/20/11
11.	Protest Deadline	Offerors	in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations
12.	Commence NMW Services	NMW Service Provider	No earlier than 07/01/11; No later than 09/01/11

B. EXPLANATION OF EVENTS

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

1. Issue of RFP

This RFP is issued by HSD. Additional copies of the RFP can be obtained from HSD website at: <http://www.hsd.state.nm.us/> Under *“What’s New at HSD”*, and on www.fbo.gov.

2. Acknowledgement of Receipt and Distribution List

An acknowledgement of receipt of this RFP from the Offeror(s) agreeing that he/she has received a complete copy of the RFP, beginning with the title page and table of contents, and ending with Appendix H. Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the “Acknowledgement of Receipt of RFP Form” (Appendix B) to have their organization placed on the procurement distribution list. This form shall be signed by an authorized representative of the organization, dated, and returned by close of business on April 25, 2011 to the procurement manager. Failure to return this form shall constitute a conclusive presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

The procurement distribution list will be used for the distribution of any RFP amendments.

3. Deadline to Submit Additional Written Questions

Potential Offerors may submit additional written questions as to the intent or clarity of this RFP until close of business on April 25, 2011. All written questions must be addressed to the Procurement Manager (see Section I, Paragraph F).

4. Response to Written Questions/RFP Amendments

Written responses to written questions and any RFP amendments will be posted on HSD/ISD website by April 29, 2011. Additionally, any RFP amendments will also be mailed to the distribution list. An Acknowledgement of Receipt Form will accompany the distribution package. The form should be signed by the Offeror’s representative, dated, and hand-delivered or returned by facsimile or by registered or certified mail by the date indicated thereon. Failure to return this form shall constitute a presumption of receipt and withdrawal from the procurement process. Therefore, the Offeror’s organization name shall be deleted from the procurement distribution list.

Additional written requests for clarification of distributed answers and/or amendments must be received by the Procurement Manager no later than five (5) days after the answers and/or amendments were issued. Written responses will be posted on the HSD/ISD website no later than two (2) days after receipt of written question.

5. Submission of Proposals

ALL OFFEROR PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 P.M. MOUNTAIN DAYLIGHT on May 16, 2011. Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal. Proposals must be addressed and delivered to the Procurement Manager at the address listed in Section I, Paragraph F. Proposals must be sealed and labeled on the outside of the package to

clearly indicate a response to the “TANF Block Grant – NMW Program RFP.” Proposals submitted by facsimile will not be accepted.

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

6. Proposal Evaluation

The evaluation of proposals will be performed by an evaluation committee appointed by Department management. The evaluation process will take place from May 17, 2011 through May 19, 2011. During this time, the Procurement Manager may, at her option, initiate discussion with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors on May 20, 2011. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for any oral presentations, if needed, will be determined at this time.

8. Notification of Finalists

HSD expects to notify Finalists on or about May 25, 2011.

9. Finalize Contract

The contract will be finalized no later than June 10, 2011. In the event that mutually agreeable terms cannot be reached within the time specified, the Department reserves the right to cancel the award or to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process. This contract shall be awarded to the Offeror whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP. The most advantageous proposal may or may not have received the most points.

10. Contract Award

The contract, after negotiations, appropriate State reviews and approvals, shall become effective after approval by the Department of Finance and Administration (DFA). This date is only approximately known, and as specified in the Sequence of Events, as another State agency must make the final approval of the contract.

11. Protest Deadline

Any protest by an Offeror must be presented in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. The protest must be delivered to:

**Danny Sandoval, Acting Director
Human Services Department
Administrative Services Division
Contracts Management & Procurement Bureau
727 St. Michael's Drive, Room 6
Santa Fe, New Mexico 87505**

**Mailing Address: P.O. Box 2348
Santa Fe, NM 87504**

Protests not in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations will not be accepted.

12. Commence NMW Services

NMW Program implementation date TBD but no earlier than July 1, 2011 and no later than September 1, 2011.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the State Purchasing Agent's procurement code regulations, 1.4.1 NMAC.

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. of this RFP.

2. Incurring Cost

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

Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

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

4. Subcontractors

Use of subcontractors must be clearly explained in the proposal and major subcontractors must be identified by name. The prime contractor shall be wholly responsible for the entire performance whether or not subcontractors are used. All specifications, mandatory and desirable, are to be applied to all Offerors responding as potential NMW contractors or sub-contractors.

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

Following contract award, all proposals that lead to award are subject to public inspection, except for the material that is proprietary or confidential and for which the Offeror has made a written request for proprietary or confidential treatment under the General Services Division (GSD) Rule 1.4.1.45 NMAC. Those parts of the proposal that the Offeror intends to designate as proprietary or confidential data shall be clearly marked by the Offeror as "proprietary" or "confidential" on each page and shall be readily separable from the proposal in order to facilitate requests for public inspection of the non-confidential portion of the proposal. According to GSD Rule 1.4.1.45 NMAC, confidential information 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, sections 57-3A-1 to 57-3A-7 NMSA 1978. The price or cost of services proposed shall not be designated as proprietary or confidential information. Please note, however, that the terms of the Inspection of Public Records Act shall control the release of proposals to the extent that the terms of GSD Rule 1.4.1.45 or other provisions of Rule 1.4.1 NMAC are inconsistent with the Act. See Rule 1.4.1.9 NMAC.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, HSD shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the data will be so disclosed in accordance with HSD's determination.

9. No Obligation

The procurement in no manner obligates the State of New Mexico or any of its agencies to the eventual rental, lease, purchase, etc., of any equipment, software, or services offered until a valid written contract is awarded and approved by appropriate authorities (which could include the State Purchasing Division, DFA/CRB and Federal authorities).

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by the Department and contain the terms and conditions set forth in Appendix C, "Professional Services Contract." The Department, however, reserves the right to negotiate with a successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the contract.

Should an Offeror object to any of the Department's terms and conditions, as contained in this Section or in Appendix C, that Offeror must propose specific written alternative language at the time of submission of their proposal. The Department may or may not accept the alternative language. The Department, by written response to the Offeror, will indicate those portions of Offeror's proposed alternative language that are acceptable. Should the Department not accept a portion of or all of the Offeror's proposed alternative language changes, then the Offeror agrees to accept and sign the Contract that includes the terms and conditions of this RFP and the contract attached hereto as modified by any appropriately accepted changes. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Department 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.

16. Offeror's Terms and Conditions

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

17. Contract Deviations

Any additional terms and conditions that may be the subject of negotiation will be discussed only between the Department and the selected Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

18. 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 §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

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 fail to meet the same mandatory requirements and doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Department reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Department, meeting its needs adequately.

21. Notice

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

22. Department Rights

The Department reserves the right to accept all or a portion of an Offeror's proposal, including the right to make purchases from State approved price agreements or reissues this RFP.

23. Right to Publish

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

24. Ownership of Proposals

All documents submitted in response to the RFP shall be available to be picked up by the Offerors after the expiration of the protest period with the following exception: two complete copies of all proposals including the Best and Final Offer, if one was submitted, shall be placed into the procurement file. Those documents will become the property of the Department and the State of New Mexico.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor(s) in the performance of the contract resulting from this RFP 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 Department.

Contractor(s) agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Department's written permission.

26. Electronic Mail Address Required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.4, Response to Written Questions/RFP Amendments).

27. Use of Electronic Versions of this RFP

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

28. New Mexico Employees Health Coverage

- a. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Offeror must agree 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. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.

29. Campaign Contribution Disclosure Form

Offerors must complete, sign and return the Campaign Contribution Disclosure Form (Appendix D) as part of their proposals. This requirement applies regardless of whether a covered contribution was made or not for the positions of Governor and Lieutenant Governor. Failure to complete and return the form will result in disqualification.

D. BUSINESS REQUIREMENTS

Offerors must refer to Appendix A, NMW Program Mandatory Business Specifications (Scope of Work) for a comprehensive description of the Business Requirements.

E. TECHNICAL REQUIREMENTS

The NMW service provider(s) will access HSD dataset for TANF federal performance (ISD2) utilizing the service providers computer equipment for the purpose of entering NMW participant timesheets, review of participant status, and review of pertinent program reports.

The NMW service provider(s) will access ISD2 by means of either of the two following methods:

1. Co-located in ISD field offices via connection through HSD network with proper authorization from HSD;
2. Via a Virtual Private Network (VPN) connection with proper authorization from HSD.

The NMW service provider(s) will abide by the IT Requirements as set forth in Appendix A, NMW Program Mandatory Business Specifications (Scope of Work), Section 11, *IT Requirements*.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit clear, concise, compliant and well-written proposals that show the abilities of the Offerors to provide services to program-eligible families.

B. NUMBER OF COPIES

Offerors shall deliver one original and four identical sets of copies, for a total of five sets, of:

- TANF proposal (binder 1),
- the cost for the proposal (binder 2), and
- supporting technical documentation - optional (binder 3)

to the location specified in Section I, Paragraph F on or before the closing date and time for receipt of proposals.

Within each section of the proposal, Offerors must address the items as they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate sections of the proposals. All discussion of proposal costs, rates and expenses must occur only in binder 2 with the cost responses and must utilize the TANF Budget Proposal Form. See Section III C, below for complete details of proposal format and binder requirements.

Any proposal that does not adhere to these requirements will be deemed non-responsive and may be rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

1. Proposal Organization

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

Binder #1 – TANF Regular Proposal

- a) Letter of transmittal
- b) Table of contents
- c) Summary of proposed services (limited to 2 pages)
- d) Response to mandatory and desirable specifications (desirable specifications are limited to 1 page per each of the 5 sections, unless response is made in a form provided by HSD)

Binder #2 - Cost Proposal

- a) Response to HSD Terms and Conditions

- b) Offeror's Additional Terms and Conditions
- c) TANF Budget Proposal Form (Template to be provided by HSD) – must include calculation of gross receipts tax, if applicable

Binder #3 – Supporting Technical Information (optional)

- a) 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 fully completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates, or expenses must occur only in Binder 2 with the cost response form.

Any proposal that does not adhere to these requirements will be deemed non-responsive and may be rejected on that basis.

The proposal summary may be included by Offerors to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

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

- a. Identify the submitting organization;
- b. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized by the organization to contractually obligate the organization;
- c. Identify the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- d. Identify the names, titles, telephone and fax numbers, and e-mail addresses of persons to be contacted for clarification;
- e. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II, Paragraph C 1;
- f. Be signed by the person authorized to contractually obligate the organization; and
- g. Acknowledge receipt of any and all amendments to this RFP.

IV. SPECIFICATIONS

A. MANDATORY SPECIFICATIONS

1. New Mexico Employees Health Coverage Form - The Offeror must agree with the terms and submit a signed New Mexico Employees Health Coverage Form (Appendix E) with the submittal of their proposal. A statement of concurrence is required and form must be signed.
2. In accordance with OMB A-133, Offerors must complete and submit to HSD copies of their organization's most recent year's audit report (also referred to as a single audit), as well as those for the preceding two (2) years. The submissions should include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, management letters and the notes to the financial statements.
3. The Offeror shall include evidence of the financial stability of its organization, along with the following financial information:
 - a. Offerors shall submit information regarding any mergers, acquisitions, or sales of the Offeror or subcontracting companies within the last ten years, or if any are pending or being negotiated and if so, an explanation providing relevant details.
 - b. Offerors should provide a statement as to whether there is any pending litigation against the Offeror, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation may impair the Offeror's performance in a contract under this RFP. Likewise, Offerors must provide a statement as to whether the Offeror or any of the Offeror's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled *nolo contendere* to any felony, and if so provide an explanation with relevant details.
 - c. Offerors should include a statement of their intention and evidence of ability to procure, submit to the Department, and maintain throughout the duration of the contract, a blanket Fidelity Bond in favor of the Department to insure the Contractor's performance under the contract. The Contractor shall obtain and maintain at all times during the term of the Agreement a blanket Fidelity Bond covering the activities of the Contractor in an amount of at least 25% of the total dollar amount of this contract. It is suggested that the Contractor obtain a bond that covers 25% of the total agency budget/funding.
4. Offeror, if not-for-profit, shall include a copy of approved Articles of Incorporation.
 - a. Offeror shall include proof of current federal tax exempt status [501(c)3] designation with the most recently filed IRS Form 990.
 - b. Offeror shall include the Articles of Incorporation.
 - c. Offeror shall include a list of all board members.

- d. Offeror shall include a copy of the bylaws, a list of a board committees and copies of the minutes of the three most recent meetings of the full board.
5. Offeror shall include evidence of the ability to collect and maintain caseload information, track parent participation and provide required reports to HSD. (Limit to one (1) page.)
 - a. NMW service provider(s) is(are) required to collect, analyze, and report specific caseload information related to all work activities that parent participants are involved in and all assessments conducted with participants, as a means of providing evidence to HSD that program requirements are being met. Reports are to be submitted to HSD on a monthly basis or as requested by HSD (see SOW attached herein as Appendix A, Section 10, *Records and Reporting*, and Appendix G to this RFP). In addition, the service provider is required to conduct assessments of NMW participants' skills, education, work experience and barriers to employment using the assessment tool prescribed/approved by HSD.
 - b. The current database of record for TANF federal performance is ISD2. This application will be accessed via the Case/Client Menu and utilizing the five (5) Works Programs Screens; Assessment Tracking, Participant Info, Activity Part/History, Attendance and Reimbursement.
 - c. HSD includes NMW service provider funding for an information management, collection and reporting system, but does not provide or maintain the system which must be used to record and report TANF/NMW performance data. All caseload information, current and historical as well as the computer equipment related to this program will be the property of the State of New Mexico and will be turned over to the state at the end of the contract. In case of any security breach or unauthorized use, the NMW service provider will turn over to HSD upon request the computer equipment and its contents, related to such incident.
 6. The Offeror shall include evidence of the ability to meet the performance standards and business specifications as outlined in this RFP and Appendix A, by addressing the following elements (limit to three (3) pages):
 - a. Meet performance standards as established by Federal and State TANF authority;
 - b. Assist TANF parents to improve the quality of life for themselves and their children through job development, case management and referrals to support services;
 - c. Reduce the TANF caseload by increasing the number of families who are able to leave TANF due to an increase in family income through appropriate job placements which promote retention and progression in the workplace;
 - d. Reduce the number of TANF parents who are sanctioned by assisting them in meeting federal/state participation requirements through appropriate case management, including referrals to support services.

- e. Ensure that TANF families obtain the services that will help them reduce or avoid dependence on public cash assistance and increase their quality of life;
 - f. Provide services that will stabilize a family's situation and enable parents to fulfill their responsibilities to support their children;
 - g. Provide TANF parents with the opportunity to acquire the training and skills necessary to qualify for employment;
 - h. Provide necessary support services so that TANF parents can participate in NMW Program and become employed;
 - i. Promote coordination of services, to increase accessibility to those services for parents, and maximize the use of existing resources;
 - j. Emphasize parental accountability;
 - k. Assist low-income noncustodial fathers become better parents, obtain employment, and pay child support;
 - l. Conduct skills and aptitudes assessments with each parent referred to the NMW Program and counsel parents on appropriate activity tracks that are in line with their present circumstances;
 - m. Provide a case manager (Career Development Specialist) for each parent throughout the parent's period of enrollment in NMW who will counsel the parent regarding life-coping skills; make referrals to support services; place parent in appropriate activities after assessing the parent; and monitor, evaluate and document the parent's progress;
 - n. Develop resources to increase the accessibility and quality of services for parents.
7. The Offeror shall include evidence of its capability to fully implement services no later than September 1, 2011. Please limit to one (1) page.

B. DESIRABLE SPECIFICATIONS

1. Project Plan

The NMW Program is administered by HSD which has responsibility for program direction and oversight. HSD through its regional offices and through contracts with service providers delivers integrated services to TANF parents to help them obtain employment and thereby reduce their dependency on public cash assistance.

The Offeror's description on how the NMW program responsibilities would be met as a NMW service provider to include the following elements:

- a. Conducting effective and targeted job development;

- b. Providing integrated services to families and individuals whose primary language is not English;
- c. Providing integrated services to TANF recipients and TANF eligibles;
- d. Establishing community partnerships for the purpose of providing support services to NMW participants in response to the needs of the region;
- e. Providing services in rural communities; and
- f. Establishing work experience and community service sites for NMW participants.

2. Organizational Management and Expertise

Offerors should submit a statement as evidence of organizational management and expertise, and include:

- a. Evidence of the organization's effective internal communications, transfer of knowledge, training of staff and distribution of information
- b. Three (3) external letters of support and three (3) client references from clients who have received similar services to those specified in this RFP that have occurred within the past five (5) years. Offers that propose to use Subcontractors for significant portions of the scope of work must also include three (3) external references for each major Subcontractor. Each reference should include:
 - 1) the name of the organization/name of client
 - 2) current address of organization/client
 - 3) name of the contact person (if organization)
 - 4) telephone number of contact person
 - 5) dates and description of the services provided
- c. Three (3) external references for senior organizational management proposed to be responsible for the Contractor's performance, and empowered by the Contractor to legally bind the Contractor on a contract. Each reference should include the name of the organization, organization current address, name of the contact person, telephone number, and the date and description of the services provided.
- d. A description of the experience level, technical knowledge, and education of key organizational staff and any subcontractors, including CEO or executive director, fiscal manager, operational staff, and all personnel required to complete the Contractor responsibilities described in this RFP and the NMW Program Mandatory Business Specifications (Scope of Work) attached to the RFP as Appendix A. The Contractor is not to assume or propose the use of State staff to conduct any work pursuant to this RFP. The Offeror should include any experiences of the proposed core team relevant to any projects of the type, size, and scope of this project. Special attention should be given to experience related to providing services to low-income

families and individuals. The most recent relevant experience for proposed staff members should be within the last two years of the date of this RFP

Note: The Offeror is responsible for verifying reference contact information. The Evaluation Committee is not obligated to try to locate persons not found at the numbers or places given in the proposals. Obsolete or wrong Contact information will result in a zero score in this category.

Pertaining to key positions that are not filled, Offerors must provide information on efforts to fill those positions and a detailed job description.

3. Past Performance Serving Low-Income Populations

Offerors should submit a statement of relevant organizational experience within the last five (5) years, including the experience of major subcontractors in delivering services to low-income families. The narrative in response to this factor should thoroughly describe the following information (referencing the subsections in sequence) to evidence the Offeror's experience:

- a. A brief statement and documentation of how long the Offeror has been performing the services sought under this RFP.
- b. A description of the extent of the Offeror's knowledge and samples of work, thereof, regarding the following services that assist low-income families and individuals:
 - 1) Job development
 - 2) Education and Training assistance (includes GED and Vocational Training)
 - 3) Services that stabilize a family's situation
 - 4) Case management
 - 5) Connections with other programs that serve the hard to employ, including vocational rehabilitation, mental health, and substance abuse services
 - 6) Services provided in rural communities

4. Cost Proposal/Budget

The proposal should include a detailed description and line item budget on how the grant will be used to serve eligible families. The TANF Budget Proposal Form and the SNAP E&T Budget Proposal Form, (to be provided by HSD), must be used to summarize all costs and expenses. Offeror must take into consideration the New Mexico regulations pertaining to **gross receipts tax** (GRT), if applicable, when submitting the proposed budget.

5. Staffing

The Offerors shall include information describing its process to fill sufficient positions statewide in order to meet the requirements as described in this RFP and attached SOW. As a condition of the contract, offeror must allow any NMW staff currently employed by

HSD to interview first for positions Offeror intends to fill in order to provide NMW services.

V. EVALUATION

A. EVALUATION POINT TABLE/SUMMARY

The following is a summary of Section IV specifications identifying points assigned to each item. These weighed factors will be used in the evaluation of Offeror proposals.

	Factor	Points Available
A.	Mandatory Specifications	
	1. NM Employee Health Coverage	Pass/Fail
	2. Single audit (as defined by OMB Circular A-133) for 2010	Pass/Fail
	3. Financial stability of organization	Pass/Fail
	4. If non-profit status:	
	a. 501(c)3	Pass/Fail
	b. Articles of Incorporation	Pass/Fail
	c. Board of Directors Composition	Pass/Fail
	d. Board Bylaws, Committees and Minutes	Pass/Fail
	5. Ability to collect and maintain caseload information, track parent participation and provide required reports to HSD	Pass/Fail
	6. Ability to meet the performance standards and business specifications as outlined in this RFP and Program Mandatory Business Specifications (Scope of Work) attached to this RFP as Appendix A	Pass/Fail
	7. Capability to fully implement program no later than September 1, 2011	Pass/Fail
B.	Desirable Specifications	
	1. Project plan. Provide a quality outline of an effective program strategy to attain program outcomes, including:	35 Points
	a. Conducting effective and targeted job development	
	b. Providing integrated services to families and individuals whose primary language is not English	
	c. Providing integrated services to TANF recipients and TANF eligibles	
	d. Establishing community partnerships for the purpose of providing support services to NMW participants in response to the needs of the region	
	e. Providing services in rural communities	
	f. Developing work experience and community service sites for NMW participants	
	2. Organizational management and expertise	25 Points
	a. Evidence of the organization's effective internal communications, transfer of knowledge, training of staff and distribution of information	
	b. References and letters of support	
	c. Experience, education and expertise of key personnel who deliver services to NMW participants	
	3. Past performance as related to the successful implementation of programs serving low-income populations	20 Points
	4. Cost Proposal/Budget (to be provided on HSD template) – include gross receipts tax	10 Points
	5. Staffing	10 Points
	Total	100

B. EVALUATION FACTORS

Points will be awarded on the basis of the following evaluation factors:

MANDATORY SPECIFICATIONS:

1. NM Employee Health Coverage (Pass/Fail)
2. Single audit for 2010 (Pass/Fail)
3. Financial stability of organization (Pass/Fail)
4. If non-profit status:
 - a. Submission of 501(c)3 designation (Pass/Fail)
 - b. Submission of Articles of Incorporation (Pass/Fail)
 - c. Board of Directors Composition (Pass/Fail)
 - d. Board Bylaws, Board Committees and Minutes (Pass/Fail)
5. Ability to collect and maintain caseload information, track parent participation and provide required reports to HSD (Pass/Fail)
6. Ability to meet the performance standards and business specifications as outlined in this RFP and Program Mandatory Business Specifications (Scope of Work) attached to the RFP as Appendix A. (Pass/Fail)
7. Capability to fully implement program no later than September 1, 2011 (Pass/Fail)

DESIRABLE SPECIFICATIONS:

1. Outline of an effective program strategy to attain program outcomes (35 Points)

Points will be awarded based upon an evaluation of the strength and quality of the project plan, to include details pertaining to Offeror's ability to:

- Conduct effective and targeted job development
- Ability to provide integrated services to families and individuals whose primary language is not English
- Ability to provide integrated services to TANF recipients and TANF eligibles
- Ability to establish community partnerships for the purpose of providing support services to NMW participants in response to the needs of the region
- Ability to provide services in rural communities
- Ability to develop work experience and community service sites for NMW participants

2. Organizational management and expertise (25 Points)

Points will be awarded based upon an evaluation of the Offeror's:

- Efficient use of expertise within its organization, such as, internal communications, tools for effective transfer of knowledge, training of staff and distribution of information
- References and letters of support
- Experience, education and expertise of key personnel who deliver services to NMW participants

3. Past performance as related to the successful implementation of programs serving low-income populations (20 Points)

The Offeror's experience in delivering quality and effective services to low-income populations and meeting federal and state TANF program requirements is evaluated and points are awarded based on the review.

4. Cost Proposal/Budget (10 Points)

Points will be awarded based upon an evaluation of the line item budget as it pertains to the Offeror's proposal.

5. Staffing (10 Points)

Points will be awarded based on the Offeror's ability to fill sufficient positions statewide in order to meet the requirements as described in this RFP and attached SOW. As a condition of the contract, offeror must allow any NMW staff currently employed by HSD to interview first for positions offeror intends to fill in order to provide NMW services.

C. EVALUATION PROCESS

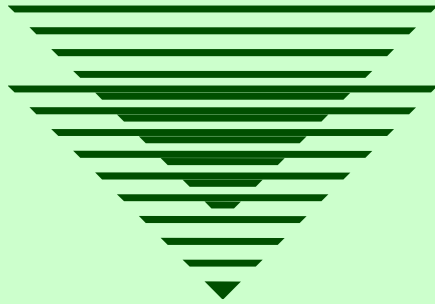
The evaluation process will follow the steps listed below:

1. All Offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response.
3. The Evaluation Committee may use other sources of information to perform the evaluation.
4. Responsive proposals will be evaluated on the factors in Section V that have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors based upon the proposals submitted. The responsible Offeror whose

proposal is most advantageous to the Department, taking into consideration the evaluation factors in Section V, will be recommended for contract award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

**NMW PROGRAM MANDATORY
BUSINESS SPECIFICATIONS
(SCOPE OF WORK)**



EFFECTIVE: JULY 1, 2011

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SECTION 1	DEFINITIONS AND DESCRIPTIONS	
All Family Work Participation Rate	The All Family requirement is that 50% of all families containing an adult or minor head of household must be engaged in countable work activities for a minimum number of hours per month. The hours required vary by household type as discussed later in this Scope of Work (SOW).	
Assessment	An individualized process designed to integrate the array of NMW support services with the social, educational and vocational needs, interests and abilities of each parent.	
Barriers to Employment	Conditions that make it difficult to make progress towards or to achieve employment. Most prevalent barriers to employment that were identified for NMW participants are listed in Section 9 of this SOW.	
Basic Literacy Level	Having <i>Basic</i> literacy means that you can perform simple and everyday literacy activities, such as finding factual information in a newspaper article.	
Career Development Specialist (CDS)	NMW case manager assigned to assist parents who are participants in the NMW Program achieve self-sufficiency.	
Case Management	The process of identifying the needs of the parent and the parent's family, coordinating services appropriate to meet those needs, and monitoring the parent's progress so the parent can gain the skills and support to obtain employment.	
Child	A person less than eighteen (18) years of age or considered to be a minor under NM State law. The term does not include those unborn.	
Child care, suitable and appropriate	<p>Appropriate and suitable child care as certified by CYFD which is affordable from a child care provider who has passed background checks as required by State law and regulations.</p> <p>Affordable child care arrangements are those for which the parent incurs no cost or is reimbursed by another program or through a deduction for child care from income by the TANF program or by any combination of these methods.</p> <p>Unsuitable child care is that provided by an individual who cannot pass a required background check or is unaffordable or is not within a reasonable distance from the NMW participant's home or work. (These definitions apply only to single parents with a child under age 6.)</p>	
Child Only Case	A TANF case in which no eligible adult is included in the benefit group.	
Conciliation	A process which is designed to resolve disputes and misunderstandings between NMW and the parent. The parent may request a fair hearing in addition to conciliation.	

Core (Primary) Activity	Eight (8) participation activities that count towards the Federal Work Participation Rate. These activities are: unsubsidized employment, subsidized employment, work experience, on-the-job training, job search and job readiness assistance, community service, vocational educational training, and providing child care services to a TANF parent participating in a community service program.	
Countable Work Activities	Twelve (12) activities which are divided between core and non-core activities, which are allowed under the TANF program and are further described in this SOW.	
County Director (CD)	Income Support field office director.	
Deeming	A special provision that allows parents participating in community service or work experience activities to meet core work requirements when averaging fewer than the required weekly and/or monthly hours.	
Deficit Reduction Act (DRA)	The Deficit Reduction Act of 2005 (Pub .L. 109-171, 120 Stat. 4, enacted February 8, 2006), is a United States budget Act of Congress. The reauthorization of the TANF program was also contained in the bill.	
Eligible Citizen	An individual born in one of the fifty states, the District of Columbia, Puerto Rico, Guam or the U.S. Virgin Islands; was born abroad to two U.S. citizens; or who has fulfilled the requirements and completed the process of naturalization.	
English as a Second Language (ESL)	Refers to particular programs and curricula offered to students who do not speak or write English as their primary language.	
Exemption	A modification to a NMW parent's federal work participation requirements.	
Fair Hearing (also known as an Administrative Hearing)	A hearing conducted before a Human Services fair hearing officer in which a parent has an opportunity to present evidence as to why an HSD or NMW decision is improper. The Department also presents evidence supporting its decision. The fair hearing decision is binding on all parties involved in the particular case.	
Family Violence Option (FVO)	NM has elected to participate in the FVO which allows states to waive program requirements for a victim of domestic violence if complying with the requirements would make it more difficult for the victim to escape domestic violence or would unfairly penalize the individual. Individuals must be screened for domestic violence and referred to appropriate counseling and supportive services.	
Federal Department of Health and Human Services, Administration for Children and Families, Office of Family Assistance (HHS/ACF/OFA)	The federal agency that administers and regulates the TANF Program and other programs of the Human Services Department and provides block grant funds for these programs.	

Federal Labor Standards Act (FLSA)	A federal act which establishes standards for minimum wages, overtime pay, recordkeeping, and child labor for both full-time and part-time employment, in the private and public sectors. This Act is applicable to TANF participants involved in work experience or community service activities.	
Good Cause	Acceptable reasons, as determined by HSD, for a parent's failing or refusing to participate in NMW or in a particular NMW component.	
Human Services Department (HSD)	The state agency that is authorized by Federal statutes to administer the TANF/NMW program.	
Individual Responsibility Plan (IRP)	A document that is developed between the NMW Program service provider and the NMW Program participant designed to move the participant into the type of employment the participant is capable of handling, and to provide the support services necessary to increase the responsibility and amount of work the participant will handle over time. The IRP must contain a specific achievable employment goal or goals and a plan for securing and maintaining employment. The signed and completed plan must be received by ISD no later than fifteen (15) days from the date of approval of assistance.	
Job Development/Placement	Specific actions by a service provider in identifying subsidized and unsubsidized jobs, marketing parents based on their career goals for those jobs and securing job interviews for parents.	
New Mexico Administrative Code (NMAC)	The official compilation of current rules filed by state agencies. The citation for the NMW Program is 8.102.100 NMAC.	
Non-core (supplemental) Activity	Three participation activities that do not count towards the Federal Work Participation Rate until core activity hours have been met. These activities are: job skills training directly related to employment, education directly related to employment, and satisfactory attendance at a secondary school or in a course of study leading to a general equivalency degree (GED).	
Parent	An adult in the household who is the biological, adoptive or legal parent of an eligible child in the household.	
Personal Responsibility and Work Opportunity Act (PRWORA)	The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA, Pub .L. 104-193, 110 Stat. 2105, enacted August 22, 1996) is a United States federal law which instituted TANF which became effective July 1, 1997.	
Regional Operations Manager (ROM)	Management team overseeing the Income Support Field offices regions: NW- Region 1, NE-Region II, Central-Region III, SE-Region IV, SW-Region V.	
Sanctions	Actions taken by the Human Services Department as a result of a parent's failing or refusing to participate in NMW without good cause. These actions generally cause either a reduction in TANF benefits for a specified time period or cause a case closure for parents who are not	

	exempt.	
Supplemental Nutrition Assistance Program (SNAP)	Formerly known as Food Stamps, SNAP is government assistance program to help low-income households pay for food. The amount of SNAP assistance a household receives depends on the household's size, income, and expenses.	
Support Services	Services such as child care, transportation, substance abuse or domestic violence counseling, and other supports which enable the parent to complete the Work Participation Agreement and take employment.	
Temporary Assistance to Needy Families (TANF)	A federal block grant to states designed to provide temporary assistance to families while moving parents into permanent employment. TANF was created on July 1, 1997, as a component of the PRWORA, which replaced the Aid to Families with Dependent Children (AFDC) program and also supplanted the JOBS program of 1988. There is a maximum of sixty (60) months of benefits within one's lifetime. TANF was re-authorized in the Deficit Reduction Act of 2005.	
TANF Recipient	An individual whose family's financial needs are met in part with TANF payments in accordance with the NMW Act.	
TANF Single Parent Family	Any TANF family in which both parents of a child may not be living in the same house or are not included in the benefit group.	
TANF Two Parent Family	Any TANF family in which both parents, of at least one child, live in the home with the child, are included in the benefit group, and are work eligible.	
Transitional Employment	Transitional jobs are usually entry-level, part-time, short-term placements in the community. The goal of transitional employment is to give individuals work experience so they are able to transition into other jobs that will enhance their self-sufficiency.	
Two Parent Work Participation Rate	The two parent requirement is that 90% of two-parent families containing two work eligible parents must be engaged in countable work activities for a minimum number of hours per month. The hours required vary by household type as discussed later in this SOW.	
Voluntary Parent	A TANF recipient who is not required to participate, by Federal or State regulations but chooses to enroll in NMW.	
Work Eligible Individual	An adult or minor child head of household receiving assistance under TANF or a Separate State Program, or a non-recipient parent living with a child receiving cash assistance unless the parent is (1) a minor parent and not the head of household; (2) a non-citizen who is ineligible to receive assistance due to his or her immigration status; or (3) a recipient of either Supplemental Security Income (SSI) benefits or Security Disability Insurance (SSDI) benefits.	
Work Experience Agreement	An agreement which is included as part of the Work Participation Agreement (WPA) and which stipulates specific training goals for a	

	parent enrolled in work experience. The participant must submit a signed proposed WPA to the department no later than fifteen (15) calendar days from date of approval of benefits, or no later than thirty (30) calendar days from approval for benefits only if good cause criteria applies to untimely completion.	
Work Participation Agreement (WPA)	The contract between the TANF recipient and the NMW Program establishing the work activities in which the participant is engaged, the number of hours required for participation, and the type of support services and support service reimbursements needed by the participant to facilitate engagement.	
Work Participation Rates (WPR)	The percentage of work-eligible clients, from a randomly selected sample, who are participating in a federally recognized work activity for at least the minimum number of weekly hours as mandated by federal regulations.	

SECTION 2	AUTHORIZATION, PHILOSOPHY, GOALS, ADMINISTRATION	
<p>I. AUTHORIZATION</p> <p>http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0</p> <p>http://www.nmcpr.state.nm.us/nmac/ title08/T08C102.htm</p>	<p>HSD is authorized to operate the TANF/NMW Program by the Federal Social Security Act, Titles IV-A and IV-F, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA); and by the NMW Act and the New Mexico Administrative Code (NMAC). Services provided under this Scope of Work must comply with Federal and State regulations for TANF, other cash assistance and SNAP E&T programs.</p> <p>HSD reserves the right to amend its scope of work in response to federal and/or state legislative changes to TANF and/or the NMW Act.</p>	<p><u>Section 2:</u></p> <p>I. Authorization</p> <p>II. Philosophy</p> <p>III. Goals</p> <p>IV. Administration</p>
<p>II. PHILOSOPHY</p>	<p>The NMW program is an employment and training program designed to help needy families achieve self-sufficiency by placing parents in employment which will lead to benefits and wages that will enable them to support their families. The NMW Program service provider will provide job development, case management, and assist parents with job placement, training and education, if applicable, and support services, while recognizing the different circumstances, skills, and abilities of each individual.</p>	
<p>III. GOALS</p>	<p>A. The four goals of TANF as set forth in the PRWORA are:</p> <ol style="list-style-type: none"> 1. To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives; 2. To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage; 3. To prevent and reduce the incidence of out-of-wedlock pregnancies; and 4. To encourage the formation and maintenance of two-parent families. <p>B. The NMW service provider is expected to implement the following NMW Program goals:</p> <ol style="list-style-type: none"> 1. Meet performance standards as established by Federal and State TANF authority; 2. Assist TANF parents to improve the quality of life for themselves and their children through job development, case management and referrals to support services; 3. Reduce the TANF caseload by increasing the number of families who are able to leave TANF due to an increase in family income through appropriate job placements which promote retention and progression in the workplace; 4. Reduce the number of TANF parents who are sanctioned by assisting them in meeting federal/state participation requirements through appropriate case management, including referrals to support services. 	

	<ol style="list-style-type: none"> 5. Ensure that TANF families obtain the services that will help them reduce or avoid dependence on public cash assistance and increase their quality of life; 6. Provide services that will stabilize a family's situation and enable parents to fulfill their responsibilities to support their children; 7. Provide TANF parents with the opportunity to acquire the training and skills necessary to qualify for employment; 8. Provide necessary support services so that TANF parents can participate in NMW Program and become employed; 9. Promote coordination of services, to increase accessibility to those services for parents, and maximize the use of existing resources; 10. Emphasize parental accountability; 11. Assist low-income noncustodial fathers become better parents, obtain employment, and pay child support; 12. Conduct skills and aptitudes assessments with each parent referred to the NMW Program and counsel parents on appropriate activity tracks that are in line with their present circumstances; 13. Provide a case manager (Career Development Specialist) for each parent throughout the parent's period of enrollment in NMW who will counsel the parent regarding life-coping skills; make referrals to support services; place parent in appropriate activities after assessing the parent; and monitor, evaluate and document the parent's progress; 14. Develop resources to increase the accessibility and quality of services for parents; and 15. Collect, analyze, and report specific program information related to all job development, placement rates, and work activities that NMW parents are involved in, on a monthly basis or as requested by HSD (see Section 10, Records and Reporting; and Appendix G to the NMW RFP). 	
<p>IV. ADMINISTRATION</p>	<ol style="list-style-type: none"> A. The NMW Program is administered by HSD which has responsibility for program direction and oversight. HSD through its regional offices and through contracts with service providers, provides integrated services to TANF parents to help them obtain employment and thereby reducing their dependency on public cash assistance. B. In accordance with Federal and State authorizing legislation, HSD, as administrator of NMW Program, makes the following assurances. HSD will: <ol style="list-style-type: none"> 1. Have in operation a work program which has been approved by the Secretary of HSD and that meets all the federal and state regulations for TANF, the Social Security Act, Code of Federal Regulations (CFR), PRWORA, DRA, the NMW Act, Education Works Act, TANF State Plan, TANF Work Verification Plan (WVP), Food Stamp Act, E&T State 	

	<p>Plan, and the NMAC;</p> <ol style="list-style-type: none"> 2. Provide referrals to child care and other support services in accordance with federal and state law when childcare and/or other support services are necessary to permit a TANF recipient to participate in the NMW Program; 3. Ensure that all TANF parents with disabilities have the right to request and receive, subject to adequate Federal and State funding, a reasonable accommodation in order to receive substantially the same program benefits as persons without disabilities and that parents are not discriminated against on the basis of race, gender, national origin, religion, age, or disability under the NMW Program; 4. Ensure that all TANF parents will be assigned to NMW Program activities in accordance with the provisions of the PRWORA of 1996, the DRA and the NMW Act; 5. Ensure that all TANF parents are encouraged, assisted and required to fulfill their responsibilities to support their children by preparing for, accepting, and retaining such employment as they are capable of performing; 6. Ensure that state and local funds are expended for NMW Program services and shall be maintained at the level required by maintenance of effort (MOE) provisions of the PRWORA of 1996; and 7. Ensure that Federal and State funds made available to the NMW Program shall not be used to supplant non-Federal funds or any other funds which would otherwise be available for existing services and activities. 	
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SECTION 3	NMW CASELOAD DESCRIPTION																																																							
<p>I. PROFILE</p>	<p>A. Based on a January 2011 analysis of the TANF caseload, the following characteristics have been identified:</p> <table border="1" data-bbox="521 394 1175 1226"> <thead> <tr> <th data-bbox="521 394 764 491">Months on TANF for Head of Household</th> <th data-bbox="764 394 984 491"></th> <th data-bbox="984 394 1175 491"></th> </tr> </thead> <tbody> <tr> <td data-bbox="521 491 764 525"></td> <td data-bbox="764 491 984 525">0-12 months</td> <td data-bbox="984 491 1175 525">68%</td> </tr> <tr> <td data-bbox="521 525 764 558"></td> <td data-bbox="764 525 984 558">12-24 months</td> <td data-bbox="984 525 1175 558">18%</td> </tr> <tr> <td data-bbox="521 558 764 592"></td> <td data-bbox="764 558 984 592">24-36 months</td> <td data-bbox="984 558 1175 592">7%</td> </tr> <tr> <td data-bbox="521 592 764 625"></td> <td data-bbox="764 592 984 625">36+</td> <td data-bbox="984 592 1175 625">7%</td> </tr> <tr> <th data-bbox="521 625 764 688">Age of Head of Household</th> <th data-bbox="764 625 984 688"></th> <th data-bbox="984 625 1175 688"></th> </tr> <tr> <td data-bbox="521 688 764 722"></td> <td data-bbox="764 688 984 722">Under 19</td> <td data-bbox="984 688 1175 722">6%</td> </tr> <tr> <td data-bbox="521 722 764 756"></td> <td data-bbox="764 722 984 756">Under 29</td> <td data-bbox="984 722 1175 756">44%</td> </tr> <tr> <td data-bbox="521 756 764 789"></td> <td data-bbox="764 756 984 789">Under 39</td> <td data-bbox="984 756 1175 789">29%</td> </tr> <tr> <td data-bbox="521 789 764 823"></td> <td data-bbox="764 789 984 823">Under 49</td> <td data-bbox="984 789 1175 823">13%</td> </tr> <tr> <td data-bbox="521 823 764 856"></td> <td data-bbox="764 823 984 856">50+</td> <td data-bbox="984 823 1175 856">8%</td> </tr> <tr> <th data-bbox="521 856 764 919">Gender of Head of Household</th> <th data-bbox="764 856 984 919"></th> <th data-bbox="984 856 1175 919"></th> </tr> <tr> <td data-bbox="521 919 764 953"></td> <td data-bbox="764 919 984 953">Female</td> <td data-bbox="984 919 1175 953">92%</td> </tr> <tr> <td data-bbox="521 953 764 987"></td> <td data-bbox="764 953 984 987">Male</td> <td data-bbox="984 953 1175 987">8%</td> </tr> <tr> <td data-bbox="521 987 764 1020"></td> <td data-bbox="764 987 984 1020"></td> <td data-bbox="984 987 1175 1020"></td> </tr> <tr> <th data-bbox="521 1020 764 1083">Education of Head of Household</th> <th data-bbox="764 1020 984 1083"></th> <th data-bbox="984 1020 1175 1083"></th> </tr> <tr> <td data-bbox="521 1083 764 1159"></td> <td data-bbox="764 1083 984 1159">Less than high school</td> <td data-bbox="984 1083 1175 1159">33% (this may be higher)</td> </tr> <tr> <td data-bbox="521 1159 764 1226"></td> <td data-bbox="764 1159 984 1226">High School or more</td> <td data-bbox="984 1159 1175 1226">67%</td> </tr> </tbody> </table> <p>B. As of January 2011 there are:</p> <ul style="list-style-type: none"> • 13,915 work-eligible parents receiving TANF benefits; • 3,789 parents receiving TANF who are exempt from work participation; • 0 individuals are E&T mandatory; • 341 parents in Education Works Program; • 7 parents receiving Diversion Assistance; and • 17 parents in the Wage Subsidy Program. 	Months on TANF for Head of Household				0-12 months	68%		12-24 months	18%		24-36 months	7%		36+	7%	Age of Head of Household				Under 19	6%		Under 29	44%		Under 39	29%		Under 49	13%		50+	8%	Gender of Head of Household				Female	92%		Male	8%				Education of Head of Household				Less than high school	33% (this may be higher)		High School or more	67%	<p><u>Section 3:</u></p> <p>I. Profile</p> <p>II. Population to be Served</p>
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<p>II. POPULATION TO BE SERVED</p>	<p>The NMW Program service provider must provide comprehensive services to the following population:</p> <p>A. TANF parents who are work eligible and must meet federal and state work requirements.</p> <p>B. Parents who are TANF eligible, but are exempt from full participation as defined by HSD.</p>																																																							

	<ul style="list-style-type: none">C. Former TANF parents, for up to nine months for post-employment support.D. TANF applicants for the purpose of orientation, assessment and referrals to support services.E. Parents who are in sanction (level 1 and 2) in order to help them re-engage and cure their sanction.F. Education Works Program Parents.G. NMW Program Diversion Payment Parents.H. Wage Subsidy Parents.I. A SNAP household member between the age of 16 and 59, who is physically and mentally fit, including Able Bodied Adults Without Dependents (ABAWDs) who are mandatory for E&T.J. Volunteer SNAP household members who are exempt from the E&T work requirements, but wish to volunteer.	
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**III. PARENTS
PERFORMANCE
REQUIREMENTS**

A. In order to meet federal (and state) work participation requirements the minimum number of hours that a parent must be engaged in a work activity each month are as follows:

1. **A single parent with a child under age six:**
 - **86 hours (all core)**
2. **A single parent with a child age six or older:**
 - **129 hours (86 core)**
3. **One or both parents in a two parent household in which federal funds are being used to pay for child care:**
 - **237 hours (215 core)**
4. **One or both parents in a two parent household where federal funds are not being used to pay for the cost of child care:**
 - **151 (129 core)**
5. **Teen parent:**
 - **A TANF parent under twenty (20) years of age who is a recipient of TANF and has not completed high school or its equivalent must attend courses to complete high school, with an emphasis on education in a traditional high school setting as a NMW Program activity.**

(NOTE: STATE PARTICIPATION REQUIREMENTS ARE FOR AN ADDITIONAL FOUR (4) NON-CORE HOURS/MONTH)

B. The number of hours that a household can be required to participate in a non-paid work activity regulated by the FLSA, such as Work Experience or Community Service is determined by dividing the household's TANF and SNAP benefits by the state or federal (federal on Tribal lands) minimum wage, whichever is higher. If the total is less than the minimum work participation hours required by Federal and/or State law, the difference will be deemed up to the core hour requirement. The remaining participation hours requirement may be completed in a non-FLSA regulated activity, such as, an educational component. For a two-parent family the FLSA calculation is applied to the family unit rather than each individual separately.

C. Participation in component activities may be combined to reach the minimum number of hours of Program participation required by NMW Program.

<p>IV. PROGRAM PERFORMANCE REQUIREMENTS</p>	<p>A. Mandatory NMW Program performance requirements for all TANF families set forth by Federal law include the percentage of the overall TANF population that the NMW Program must place in work activities. These percentages may increase incrementally by Federal fiscal year and currently are as follows:</p> <table border="1" data-bbox="553 363 1089 541"> <thead> <tr> <th>Participation Type</th> <th>Participation Rate</th> </tr> </thead> <tbody> <tr> <td>All family</td> <td>50%</td> </tr> <tr> <td>Two Parent</td> <td>90%</td> </tr> </tbody> </table> <p>B. The number of hours a TANF recipient is considered participating includes only the time involved in actual scheduled program activities, and not the time spent in traveling to and from the activity, nor the time spent in traveling to and from the child care provider.</p> <p>C. Participation hours for those who are employed for wages (at or above minimum wage) will be determined by actual hours worked and will include paid leave and holidays allowed through the employer.</p> <p>D. For non-paid activities, allowable excused absences and holidays count as actual hours only when the absence or scheduled holiday occurs on a day that the parent is scheduled to participate in an activity.</p> <p>E. Allowable NMW Program work activities to be counted toward core/non-core hours are as follows:</p>	Participation Type	Participation Rate	All family	50%	Two Parent	90%					
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<p>V. CORE ACTIVITIES</p>	<p>“Core” Activities (86 or 129 or 215 hours per month of participation as defined in Subsection III, Parents Performance Requirements)</p> <table border="1" data-bbox="423 1297 1203 1877"> <thead> <tr> <th>Activity Category</th> <th>Federal Definitions</th> </tr> </thead> <tbody> <tr> <td>Unsubsidized employment</td> <td>Full- or part-time employment in the public or private sector that is not subsidized by TANF or any other public Program.</td> </tr> <tr> <td>Subsidized private sector employment</td> <td>Employment in the private sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a recipient.</td> </tr> <tr> <td>Subsidized public sector employment</td> <td>Employment in the public sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a recipient.</td> </tr> <tr> <td>On-the-job training</td> <td>Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full and adequate</td> </tr> </tbody> </table>	Activity Category	Federal Definitions	Unsubsidized employment	Full- or part-time employment in the public or private sector that is not subsidized by TANF or any other public Program.	Subsidized private sector employment	Employment in the private sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a recipient.	Subsidized public sector employment	Employment in the public sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a recipient.	On-the-job training	Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full and adequate	
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		performance of the job.	
	Job search and job readiness assistance	The act of seeking or obtaining employment, preparation to seek or obtain employment, including life skills training, and short-term substance abuse treatment, mental health treatment, or rehabilitation activities for those who are otherwise employable. Such treatment or therapy must be determined to be necessary and certified by a qualified medical or mental health professional. Job search and job readiness assistance activities must be supervised by the TANF agency or other responsible party on an ongoing basis no less frequently than daily. This activity is limited by statute to six (6) weeks per year (or twelve (12) weeks, if needy state), and no more than four (4) weeks may be consecutive to count toward the work participation rates.	
	Work experience	An unpaid work activity, that provides an individual with an opportunity to acquire the general skills, training, knowledge, and work habits necessary to obtain employment. The purpose of work experience is to improve the employability of those who cannot find unsubsidized employment. This activity must be supervised by an employer, work-site sponsor, or other responsible party on an ongoing basis no less frequently than daily.	
	Community service Programs	Structured Programs in which TANF parents perform work for the direct benefit of the community under the auspices of public or nonprofit organizations. Community service Programs must be limited to projects that serve a useful community purpose in fields such as health, social service, environmental protection, education, urban and rural redevelopment, welfare, recreation, public facilities, public safety, and child care. Community service Programs are designed to improve the employability of parents not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. A State agency shall take into account, to the extent possible, the prior training, experience, and skills of a recipient in making appropriate community service assignments.	
	Vocational educational training not to exceed twelve (12) months	Accredited educational Programs that are directly related to the preparation of individuals for employment in current or emerging occupations requiring training other than a baccalaureate or advanced degree. Vocational educational training must be supervised on an ongoing basis no less frequently than daily and may include work-focused general education and language instruction.	

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Activity Category	Federal Definitions									
Job skills training directly related to employment	Training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than daily.									
Education directly related to employment	Education related to a specific occupation, job, or job offer. Education directly related to employment must be supervised on an ongoing basis no less frequently than daily.									
Satisfactory attendance at secondary school or in a GED Program	Regular attendance, in accordance with the requirements of the secondary school or course of study, at a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate. This activity must be supervised on an ongoing basis no less frequently than daily.									
VII. TRACKING PARTICIPATION	<p>A. Verification of participation hours will be provided to the NMW service provider by the NMW participant through time sheets</p> <p>B. Time sheets must indicate supervision and will be signed by the work site supervisor or other responsible individual.</p> <p>C. Time sheets will be submitted to HSD on paper or through electronic means.</p> <p>D. Time sheet results will be entered into HSD’s computer tracking system, ISD2, by the NMW service provider staff.</p> <p>E. The tracking documents, printouts or copies of time sheets will be filed in the participant’s case-file.</p>	<p>http://www.nmcpr.state.nm.us/NMAC/parts/title08/08.102.0460.htm</p>								

SECTION 5	CONFIDENTIALITY; PARENTS' RIGHTS & RESPONSIBILITIES; GOOD CAUSE; CONCILIATION; SANCTIONS; FAIR HEARINGS	
I. CONFIDENTIALITY	<p>A. Release of information about a parent to other Bureaus and Divisions within HSD or agencies under contract with NMW Program, will be made only when such release is directly related to the administration of the NMW Program activity for which information is needed.</p> <p>B. Release of information to entities, other than those within HSD or agencies under contract with NMW Program regarding parents will be made only upon receipt of written permission from the parent affected. This general rule relating to release of information applies to all requests from outside of HSD including other governmental authorities (local, State and Federal), courts of law, and law enforcement agencies, except as provided in Subsection I, D. No information will be given to an absent parent concerning a parent without the written permission of said parent.</p> <p>C. In addition, when information is sought and the parent's permission is furnished, NMW Program will disclose only such information as is directly related to the administration of NMW Program or the agency requesting the information.</p> <p>D. Exceptions to the requirement of obtaining the parent's written permission for release of information outside HSD are as follows:</p> <ol style="list-style-type: none"> 1. In an emergency situation when the parent's consent for release of information cannot be obtained, and NMW Program decides it is in the best interest of the parent to release the requested information, NMW Program may release such information without written permission of the parent, with approval of a supervisor or supervisor's designee. The parent will be notified as soon as possible about the release and the reason for such release. 2. Release of information to employers may be made as part of a job development or an on-the-job training (OJT) contract development activity providing that activity is included in the WPA which has been signed by the parent. 3. If a subpoena or order is issued from a court for a case record, or for NMW Program staff to testify concerning a parent, NMW Program will call the court's attention to statutory provisions and regulations against disclosure of information. The decision regarding release of information will reside with the presiding judge. 4. A parent's current address only may be made available to Federal, State or local law enforcement officers if the officer furnishes NMW Program with the parent's name and demonstrates that: <ol style="list-style-type: none"> a) The parent is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or an attempt to commit a crime, which is a felony under the laws of the place from which the individual flees; or 	<p><u>Section 5:</u></p> <p>I. Confidentiality</p> <p>II. Parents' Rights and Responsibilities</p> <p>III. Good Cause</p> <p>IV. Conciliation</p> <p>V. Sanctions</p> <p>VI. Fair Hearings</p>

	<ul style="list-style-type: none"> b) The parent is violating a condition of probation or parole imposed under Federal or State law; and c) The location or apprehension of the a parent is within the officer's official duties; and d) The request is made in proper exercise of those duties. <p>E. In circumstances other than those covered in Subsection D, when NMW Program employees are asked by a law enforcement officer for the current address or other information regarding a parent, the employee should State that NMW Program has no legal authority to disclose the information; but that NMW Program will contact the parent and ask for permission to discuss the information, or to encourage the parent to come forward.</p> <p>F. With advance written notice of one working day a parent, or a parent's designated representative, may view the contents of the NMW Program case record during normal business hours and on the premises where the case record is normally kept. Upon request, NMW Program service providers will make photocopies of relevant portions of the case record for the parent, or the designee, to take from the premises. The provision for advance written notice of one working day will be waived in instances where a conciliation meeting, or similar event, has been scheduled within twenty-four (24) hours of its being requested.</p> <p>G. Information contained in the NMW Program case record and deemed confidential by NMW Program (e.g., names of persons providing information, or information about other persons, of which the parent should not be aware and which has no bearing on the parent's right to due process) must be removed, de-identified or deleted prior to the parent viewing the record. Information removed from the case record will not be used by either party in hearings or similar proceedings.</p> <p>H. NMW Program will take all necessary precautions to ensure that case records and other information regarding parents are kept, when not in use, in locked filing cabinets or drawers out of public view. Case records may be viewed by supervised NMW Program trainees, temporary employees or contractors who have signed a Statement informing them of their responsibilities to ensure client confidentiality.</p> <p>I. Case records must be retained for no less than seven (7) years and disposed of in accordance with the state Records and Archives regulations.</p>	
<p>II. PARENTS' RIGHTS AND RESPONSIBILITIES</p>	<p>A. Parents will be notified of their rights and responsibilities at the time of orientation or assessment interview, including information pertaining to sanctions, conciliation and fair hearing.</p> <p>B. A Notice of Rights and Responsibilities will be printed on the reverse side of all correspondence sent to parents as well as on the WPA, IRP and other NMW Program documents signed by the parent.</p>	

	<p>C. Federal law and regulations require that work-eligible parents who fail without good cause to comply with NMW Program rules be sanctioned for failure to comply. Sanctions involve the reduction or termination of benefits for the household. SNAP benefits may also be eliminated for a specified period.</p> <p>D. Any parent who has good cause for failure to comply with NMW Program rules, or when conciliation has resolved the dispute or misunderstanding, will not be sanctioned.</p> <p>E. The conciliation process is intended to encourage and continue program participation by an individual who disagrees with a decision regarding participation, or who failed to comply with the NMW Program rules. It is offered only once within a period of continuous benefits.</p> <p>F. In addition to conciliation, if applicable, parents who disagree with decisions have the right to a fair hearing.</p> <p>G. The NMW Program is obligated by Federal regulations and State law to protect the basic rights and dignity of parents by ensuring confidentiality of information concerning those parents.</p>	
<p>III. GOOD CAUSE</p>	<p>A. Work eligible NMW participants are expected to be engaged in NMW Program activities.</p> <p>B. Good cause may be granted as a reason for the parent to not comply with NMW Program rules and policies, including not participating in a particular activity. It is the responsibility of the parent to demonstrate to NMW Program staff that good cause exists. ISD staff will determine whether good cause exists based on the information provided by the parent.</p> <p>C. Good cause for failure to comply with NMW Program may be considered to exist for not more than thirty (30) days in the event of any of the following:</p> <ol style="list-style-type: none"> 1. Family death; 2. Hospitalization; 3. Major injury to the participant or a benefit group member for whom the participant has been the primary caretaker; 4. Reported domestic violence; or 5. Catastrophic event. 	<p>8.102.460.17 NMAC http://www.nmcpr.state.nm.us/NMAC/parts/title08/08.102.0460.htm</p>
<p>IV. CONCILIATION</p>	<p>A. Conciliation gives a participant a thirty (30)-calendar day period to correct the current non-compliance for either a work program participation or CSED requirement.</p> <p>B. The conciliation process is established by HSD to address the noncompliance, identify good cause for noncompliance or barriers to compliance and will occur only once prior to the imposition of the sanction.</p>	<p>8.102.620.10 NMAC http://www.nmcpr.state.nm.us/NMAC/parts/title08/08.102.0620.htm</p>

	<p>C. When a parent fails to participate, the CDS must notify the ISD office and request the initiation of a conciliation or sanction against the non-compliant parent.</p> <p>D. Within 10 days of determining that noncompliance exists, the caseworker shall take action to initiate a conciliation, if the participant’s conciliation has not been used. A conciliation is initiated by the caseworker issuing a conciliation notice.</p> <p>E. Conciliation gives the non-compliant parent a thirty (30)-calendar day period to correct the current non-compliance for either a work program participation or CSED requirement.</p>	<p>htm)</p>
<p>V. SANCTIONS</p>	<p>A. When a parent fails to participate, as required by NMW Program rules, a sanction may occur. A sanctionable act is one which can result in the loss of partial or full TANF and SNAP benefits for a penalty period.</p> <p>B. In conjunction with imposing a sanction against an individual, NMW Program must complete a sanction process, which includes the following:</p> <ol style="list-style-type: none"> 1. An attempt to contact parent to determine what caused the parents’ failure to participate; 2. Documenting attempt to contact parent in case narratives. <p>C. Sanctions are progressive, as follows:</p> <ol style="list-style-type: none"> 1. The first level sanction for failure to comply, will result in a decrease of 25 percent of the standard of need; 2. The second level of sanction for failure to comply will result in a decrease of 50 percent of the standard of need; 3. The third sanction level results in case closure for a period of not less than six (6) months. 	<p>8.102.620.10 NMAC http://www.nmcpr.state.nm.us/NMAC/parts/title08/08.102.0620.htm</p>
<p>VI. FAIR HEARINGS</p>	<p>HSD has established a hearings process that provides for an impartial review of HSD actions that adversely affect public assistance program applicants and recipients. Specific regulations pertaining to the fair hearing procedure are found at 8.100.970.8 NMAC. The Contractor is responsible for attending the fair hearing and providing information pertinent to the case.</p>	

SECTION 6	HSD and NMW SERVICE PROVIDER RESPONSIBILITIES	
I. HSD RESPONSIBILITIES	<p>A. The NMW Program is administered by HSD which has responsibility for program direction and oversight.</p> <p>B. The responsibilities delegated exclusively to HSD’s ISD include but are not limited to the following:</p> <ol style="list-style-type: none"> 1. Overall program administration including: establishing optional provisions and components of the program; program planning and design; determination of who should participate; establishment of participation requirements; development of definitions of good cause for failing to participate; and the issuance of policies, rules and regulations governing the program. 2. Taking certain actions regarding individuals including: determination of exemption status; determination of good cause for failure to participate; determination and application of sanctions; sending notices of case actions, and fair hearings. 3. Providing preliminary information to TANF applicants regarding NMW Program services, participant rights and responsibilities and other pertinent information. 4. Referring all NMW Program recipients to the NMW Program service provider. 5. Providing initial orientation to applicants to HSD services, including TANF and participation in NMW Program; 6. Administering transitional child care, transitional SNAP and transitional Medicaid to former NMW parents who lose TANF eligibility due to earnings or increase in unearned income. 7. Representing HSD at Fair Hearings and agency conferences related to eligibility issues and NMW Program. 8. Processing overpayments, such as, when a support service (e.g., child care, transportation, auto repairs, etc.) payment amount is determined to be incorrect as a result of an agency or parent error, or false information presented by the parent in the form of a bill for reimbursement or payment of support services, then an overpayment must be calculated. 9. Providing the NMW service provider with technical training to enter documentation in HSD’s TANF database pertaining to the NMW parents’ work activities, assessments, participation hours and reimbursements. 10. Assigning a point-of-contact for each local ISD office in order to provide to the NMW service provider on-site consulting as needed throughout the term of the contract. 11. Developing the NMW contract for services and the SOW for the NMW Program and providing amendments as necessary. 12. Reviewing and processing invoices from the NMW service providers in a timely manner. 13. Reviewing the information furnished by the NMW service 	<p><u>Section 6:</u></p> <p>I. HSD Responsibilities</p> <p>II. NMW Service Provider Responsibilities</p> <p>III. NMW Service Provider Staffing</p> <p>IV. Training</p>

	<p>provider in the monthly reports.</p> <p>14. Monitoring the quality of services provided by the NMW service provider through regular quality reviews. HSD may conduct more frequent reviews when a Corrective Action Plan is required. (Note: notification of an on-site review will be provided to the service provider with thirty (30) days advance notice outlining the areas to be reviewed.)</p>	
<p>II. NMW SERVICE PROVIDER RESPONSIBILITIES</p>	<p>A. The NMW service provider must use care and professionalism in all areas of their responsibilities:</p> <ol style="list-style-type: none"> 1. Staffing 2. Training 3. Delivery of Services to participants 4. Conducting Quality Control audits and 5. Reporting <p>B. The responsibilities delegated exclusively to the NMW service provider include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Providing comprehensive services in a professional manner to all parents referred to the NMW Program; 2. Providing a CDS for each parent throughout the parent's period of engagement in NMW. 3. Providing comprehensive orientation to NMW participants, either individually or in groups, regarding the NMW Program, participant's rights and responsibilities and other pertinent information. 4. Conducting standardized assessments with each parent referred to the NMW Program and counseling parents on appropriate activity tracks that are in line with their present circumstances. 5. Conducting home visits to households when possible, in the event of non-participation. 6. Developing and identifying job opportunities for parents in the NMW Program that will enable them to leave TANF due to increase in the family's income. 7. Initiating requests for sanctions in a timely manner for non-compliant parents to ISD, and notifying ISD of parent status changes. 8. Facilitating access to NMW for parents living in rural areas. 9. Developing resources to increase the amount, accessibility and quality of services for parents and build partnerships with agencies providing support services. 10. Initiating employment supports, as appropriate, in order to help parents obtain and retain employment. 11. Representing the NMW service provider at fair hearings and agency conferences on NMW issues. 12. Assigning a point-of-contact to interact with HSD on processes, monthly reporting, customer service issues, scheduling audits and generally facilitating communication between HSD and the NMW service provider; 13. Entering all data related to the NMW participants in HSD's computer tracking system, ISD2, (in addition to the service 	

	<p>provider's database). This will require the NMW service provider to have the network capacity and appropriate authorization to access entry into HSD's computer tracking system, ISD2;</p> <p>14. Establishing performance standards through a Quality Improvement System (QIS) to include:</p> <ul style="list-style-type: none"> • Data entries into HSD's TANF database by the NMW staff to ensure they are valid and based on the supporting documentation in participant's case file; • Management evaluations of all service provider sites and application of corrective action plans, when necessary; <p>15. Performance appraisals of each CDS, with respect to case management, customer service, referrals to support services, participation rates, placement and retention rates, and overall job performance. Staff who are not performing in accordance with the requirements of the SOW are to be disciplined up to and including termination. Providing required reports (as identified in this SOW, Section 10, <i>Records and Reporting</i>) on a timely basis to HSD, including the performance rates for each CDS.</p> <p>16. Providing HSD with a Summary of Findings and a follow-up Corrective Action Plan developed internally during a QC audit by Quality Control (QC) Specialists. At all times prior to making an offer of employment to a candidate who has been or currently is employed by HSD, another State agency, or by a provider of services to TANF/NMW families, conducting a thorough reference check and verifying candidate's eligibility for re-hire with the prior or current employer and the appropriate ROM. ROMs will have the authority to reject the hiring of a candidate.</p> <p>17. Developing a curriculum for and providing a structured training to all NMW Program staff, including Civil Rights training, IT Security training and any other training required by federal or state regulations to be provided by a state contractor.</p> <p>18. Monitoring the effectiveness of services provided in order to improve services, reduce costs, enhance customer satisfaction, and positively influence key performance indicators.</p> <p>19. Providing HSD with an independent audit that includes an audit of TANF services per OMB Circular A-133.</p>	
<p>III. NMW SERVICE PROVIDER STAFFING</p>	<p>A. The service provider is required to employ the following staff in order to provide comprehensive services:</p> <ol style="list-style-type: none"> 1. Career Development Specialists (CDS) 2. Career Development Specialists Supervisors (CDSS) 3. Job Developer 4. QC Specialists 	
<p>CDS</p>	<p>A. Each participant in the NMW Program will be provided a CDS (includes SNAP E&T, Transition Bonus, Diversion, and</p>	

	<p>Educational work program (EWP) participants).</p> <p>B. Each CDS must not exceed the number of parents per CDS that would diminish the quality of the program and the ability to provide individualized services to parents;</p> <p>C. The CDS must have the education and/or experience that qualifies the individual to provide the services required in this SOW. Existing staff not meeting this requirement may be grandfathered into the program with the approval of HSD;</p> <p>D. The responsibilities of the CDS are as follows:</p> <ol style="list-style-type: none"> 1. Facilitate appropriate job placements for parents in the NMW Program that will enable them to leave TANF due to increase in the family's income. 2. Provide comprehensive orientation to NMW parents, either individually or in groups, regarding the NMW Program, parent rights and responsibilities and other pertinent information. 3. Conduct skills and aptitudes assessments with each parent referred to the NMW Program. 4. Provide comprehensive case management to parents referred to the NMW Program. Case management includes counseling the parent regarding life-coping skills, referrals to support services, referrals to appropriate activities after conducting assessments, advocating for the parent and monitoring, evaluating and documenting the parent's progress in order to assist the parent to obtain the skills and support needed to become employed. 5. Provide ongoing monitoring of parent's progress towards meeting his/her stated goals and objectives. 6. Recommend that the ISD apply sanctions, and notify ISD of parent status changes. 7. Initiate employment supports, as appropriate, in order to help parents obtain and retain employment. 	
CDSS	<p>A. The CDSS must have the education and/or experience that qualifies the individual to provide the services required in this SOW; and the experience to supervise staff. Existing staff not meeting this requirement may be grandfathered into the program with the approval of HSD;</p> <p>B. The responsibilities of the CDSS are as follows:</p> <ol style="list-style-type: none"> 1. Assign caseloads to CDS and ensure that CDS initiate timely contacts with parents to enable participation within required TANF timeframes. 2. Monitor that assessments are being conducted by staff having the education and background in social work, counseling or psychology. All assessments must be conducted in a non-confrontational manner. A parent's strengths and the barriers that may affect his/her ability 	

	<p>to obtain and retain employment must be identified. Follow-up referrals to appropriate support services to diminish or remove barriers are required.</p> <ol style="list-style-type: none"> 3. Monitor that all assessments are being conducted on a timely basis and as specified in this SOW. 4. Monitor that data entry into the HSD database and the NMW database are entered timely and correctly for all NMW participants. 5. Make recommendations for modifications to a parent's IRP and/or WPA in accordance with HSD policy, assessment results, and CDS recommendations. 6. Meet with the local CDSs and the ROMs as needed, but not less than monthly, to discuss individual cases in order to assess appropriate service and parent progress. 7. Meet with ISD at least monthly to review cases and reports. 8. Complete regular desk audits and case file reviews of each CDS to ensure accurate and appropriate case management and follow-up. 9. Provide training, mentoring, and guidance to CDS staff. 10. Review changes to the Scope of Work with the CDS under their supervision. 	
<p>Job Developer</p>	<ol style="list-style-type: none"> A. The Job Developer must be skilled and experienced in developing and identifying employment opportunities for NMW participants. B. The responsibilities of the Job Developer include, but are not limited to, the following: <ol style="list-style-type: none"> 1. Develop, locate, and secure subsidized or unsubsidized employment opportunities for NMW parents 2. Identify employers who are hiring and collect data from employers related to job orders including job requirements and skills; 3. Match job requirements with qualifications of job-ready NMW parents; 4. Refer qualified applicants to employers; 5. Participate in and/or coordinate job fairs; 6. Provide job search Internet resources, where available; 7. Provide resume assistance to NMW parents place in the Employment Track; 8. Be available to provide post-employment supports to NMW parents for a minimum of ninety (90) days to include: <ol style="list-style-type: none"> 9. Communicate with the employer, as needed; 10. Advocate for the NMW parent when appropriate; 11. Ensure the CDS is apprised of any issues related to parent's employment; and 12. Identify additional supports or training that may be needed by the parent in his/her transition to employment. 	

<p>QC Specialist</p>	<p>A. The service provider will employ qualified QC Specialists who monitor program performance and conduct program evaluations, case management reviews, and data entry audits.</p> <p>B. Program reviews must continuously monitor the services performed under this SOW whether performed by the service provider or any sub-contractor.</p> <p>C. QC Specialists must have the authority to identify findings and to develop Corrective Action Plans during program evaluations, case management reviews, and data entry audits, as necessary.</p> <p>D. At a minimum, monitoring must include:</p> <ol style="list-style-type: none"> 1. Case file accuracy review 2. Data entry accuracy 3. Sanctions follow-up 4. Appropriateness of support service referrals and case management processes 5. Accuracy of support service reimbursements 6. Fiscal accounting 7. Reporting accuracy 8. Parent satisfaction 9. Effectiveness of partner services 	
<p>IV. TRAINING</p>	<p>A. In order to provide services that comply with the Scope of Work, the NMW service provider will develop a standardized staff training and provide it on a regular and consistent basis.</p> <p>B. Training should include but not be limited to:</p> <ol style="list-style-type: none"> 1. NMW Scope of Work 2. Case Management, including work supports and barriers to employment 3. TANF/NMW Procedures 4. EWP Procedures 5. E&T Procedures 6. Wage Subsidy Procedures 7. ISD2 Data Entry 8. Dispatch Reports 9. Data Reporting and Work Hours Validation 10. Invoice and Billing Process and Procedures 11. NMW Parent Civil Rights 12. Fair Hearing Policy and Procedures 13. Community Resources 14. NMW Database usage 	

SECTION 7	CASE MANAGEMENT	
<p>I. CASE MANAGEMENT FUNCTIONS</p>	<p>A. Case management is an on-going interactive process between NMW Program staff and NMW participants. The CDS must gauge the type and intensity of case management required by each parent in their caseload, over time.</p> <p>B. The intensity of case management to be provided by the CDS is dependent on the parent’s progress, ability to participate, participation history, types of barriers and other factors which are to be established during the course of the parent’s engagement with the NMW Program. Some parents may need to meet with their CDS more often than others and may require more participation monitoring and/or more supports.</p> <p>C. Case management is provided to NMW participants for the purpose of identifying and removing barriers to self-sufficiency. Case management includes, but is not limited to, the following functions:</p> <ol style="list-style-type: none"> 1. Providing an orientation to each parent referred to NMW Program upon referral, if possible, but no later than fifteen (15) days after approval for benefits, that shall be inclusive of a detailed and meaningful explanation of the parent’s rights and responsibilities, available support services, participation tracking and reporting requirements. Parents who fail to attend a scheduled orientation shall be given a second opportunity to attend a group or one-on-one orientation with their CDS within the timeframe specified in regulations. Evidence that the CDS has made attempts to conduct an orientation, will be detailed in the parent’s case file; 2. Evaluating/determining the NMW Program parent’s abilities and barriers through observation and using standardized assessments pertaining to: <ul style="list-style-type: none"> • Social strengths and weakness. • Economic situation. • Physical limitations. • Educational accomplishments. • Skills/Training level. • Employment experience. 3. Providing employment assistance, such as, reviewing parent’s resume, providing parent with job leads, enhancing parent’s interviewing skills, assessing parent’s job search abilities to determine what supports parent needs to conduct a successful job search; 4. Counseling parents on how to make informed choices about personal issues, education, training and employment by interpreting data from assessments; 	<p><u>Section 7:</u></p> <p>I. Case Management Functions</p> <p>II. Triage Case Management</p> <p>III. Assessments</p> <p>IV. Case Narratives</p> <p>V. Work Activity Planning</p>

	<ol style="list-style-type: none"> 5. Writing the WPA and IRP as parent-centered work activity plans based on assessment information and updating each as necessary; 6. Having knowledge of resources within the community and identifying and referring parents to available resources as needed; 7. Being a parent advocate, as needed; 8. Monitoring, evaluating and documenting the parent's progress while participating in NMW Program; 9. Conducting follow-up home visits and/or worksite visits when possible, to determine if activity placements are appropriate and effective; 10. Authorizing supportive expenditures on behalf of the parent consistent with the NMW Program regulations; 11. Maintaining the parent's confidentiality at all times; and 12. Representing the NMW Program during agency conferences and fair hearings. 	
<p>II. TRIAGE CASE MANAGEMENT</p>	<ol style="list-style-type: none"> A. NMW Program service provider will use a Triage Case Management style of managing the caseload. This involves the CDS to work with the parent and community partners to establish an <u>individualized</u> program and support services for the parent's immediate situation and goals for self-sufficiency. B. Parent interviews and assessments will include assessing the parent's readiness to work or need for training to become ready in the near future and will focus on the "total person," recognizing that the success of the individual on the job is dependent upon their ability to manage their personal life, home life, finances as well as the requirements for job performance. 	
<p>III. ASSESSMENTS</p>	<ol style="list-style-type: none"> A. In order to create the appropriate work program for the NMW participant, the CDS is required to conduct a comprehensive assessment to identify the following: <ul style="list-style-type: none"> Work readiness, skills and aptitudes assessment, disabilities, personal circumstances, substance abuse, domestic violence, and other factors pertaining to the individual's ability to become self-sufficient; B. Assessments are conducted for three primary purposes: <ol style="list-style-type: none"> 1. To determine a parent's skills, education, and work experience in relation to the programs and services available through NMW Program; 2. To determine if additional support services beyond those directly tied to obtaining a job are needed in order for a parent to ultimately become employable and leave TANF and what those services should be; and 3. To determine whether a parent may qualify for an exemption from full participation in TANF activities they would otherwise be required to fulfill. 	

	<p>C. The assessments are the starting point for designing a service plan to provide parents with assistance and resources needed to alleviate or mitigate barriers for the parent to ultimately become employable and leave TANF. Without an assessment of the parent’s situation, a CDS will be unable to effectively determine the most appropriate placement of the parent in activities.</p> <p>D. The CDSs must conduct assessments as follows (unless the case record contains an assessment that was completed within the last six (6) months):</p> <ol style="list-style-type: none"> 1. 100% new referrals to the NMW Program Assessments may be conducted at any time during the eligibility pending period provided the applicant does not need supportive services, e.g. transportation or child care to complete the assessment. Upon referral to the NMW Program a comprehensive assessment must be completed with the parent no later than fifteen (15) calendar days after the application is approved. A copy of any assessment must be retained in the parent’s case file; (Note: orientation of newly referred parents should be conducted at the same time with assessments) 2. 100% NMW Program parents at thirty (30) months of TANF. Assessments are to be conducted for the purpose of identifying the reasons for continued long-term dependence on cash assistance, to be followed by appropriate referrals and follow-up; 3. 100% NMW Program parents who are between 55-59 months of TANF. In place of an assessment, interviews are to be conducted by CDSs for the purpose of identifying the reasons for continued long-term dependence on cash assistance and the need to refer participant to support services and/or the IRU for hardship extension of the sixty (60) months limit; and 4. As determined by the CDS. <p>E. Assessments will include information about, but will not necessarily be limited to:</p> <ol style="list-style-type: none"> 1. Family structure - including numbers and ages of children, other dependents, and significant other. 2. Work History - Both paid and unpaid. 3. Education Grade Completed - including types of courses and institutions attended. 4. Physical and Mental Health Status - of the parent and family members. This may lead to a referral for parent to apply for SSI benefits. 5. Environmental Support Systems - including the housing situation, child care arrangements and transportation. 6. Barriers to Employment - including physical and mental health issues; domestic violence indicators; substance abuse; and other barriers that need to be overcome to move towards self-support. If good cause for modified participation is found during the assessment, it will be 	
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	<p>documented in the parent's case record. Review of good cause circumstances will occur at least every six (6) months or according to timelines established by supporting documentation, whichever comes first.</p> <ol style="list-style-type: none"> 7. The parent's educational experiences. 8. Community and family resources available to the parent. 9. The parent's life management skills (e.g. parenting skills, budgeting, etc.). Referrals will be made as needed. 10. The parent's decision-making skills. 11. In regard to personal and employment related goals and interests: what the parent's motivation level is, whether goals are achievable, and whether the goals and interests will lead to employment or self-employment. 12. Learning disabilities. 13. English proficiency. <p>F. Without good cause, failure to complete assessments subjects the benefit group to payment sanctioning.</p> <p>G. NMW Program will provide all applicants for assistance with information both orally and in writing of the availability of services for victims of domestic violence and of the good cause determination for victims of domestic violence. If an applicant requests good cause based on domestic violence, NMW Program will promptly make referrals to a domestic violence service provider.</p> <p>H. When making referrals to support services, the CDS is encouraged to contact the service provider by phone to arrange for an initial appointment with the support service provider. The CDS must follow-up by forwarding a completed referral form (DWP 009) to the support service provider.</p> <p>I. For all NMW Program parents approaching their lifetime cash assistance limit, the CDS must assess the parent's circumstances and whether or not they may meet the requirements of a hardship extension with a follow-up referral to the IRU. For those parents who may not be eligible for a sixty (60)-month extension, the CDS must assess the type of support services needed to help parents become employed prior to reaching their term limit.</p>	
<p>IV. CASE NARRATIVES</p>	<p>A. The reasons for keeping complete, current and accurate case narratives are to:</p> <ol style="list-style-type: none"> 1. Document that parent's needs were identified and addressed; 2. Record parent's progress and successes; 3. Use in making decisions about activity placements and job referrals; and 4. Demonstrate in program monitoring and audits that the NMW Program service provider has fulfilled their program obligations. 	

	<p>B. Good case notes:</p> <ol style="list-style-type: none"> 1. Document all client contacts and summarize key information from every parent contact and follow-ups; 2. Relate back to previous client contacts so that narratives have a continuous flow of information; 3. Include activities and outcomes; 4. Include staff interpretation of circumstances when appropriate; 5. Specify the barriers parent is facing (child care, substance abuse, self-esteem, etc.); 6. Indicate next step as to how CDS will assist parent; 7. List recommendations for activity tracks to support parent's goals; 8. Document parent's successes and setbacks; 9. Note new information parent may have not disclosed in earlier contacts (such as substance abuse, details of felony convictions, etc.); 10. Record any instances of non-compliance and how they were resolved; 11. Update parent status changes (new phone numbers, addresses, changes to family composition); 12. Document all job search activity, if applicable; 13. Document all job leads accepted and not accepted, if applicable; and 14. Include feedback from employers and service providers. 	
<p>V. WORK ACTIVITY PLANNING</p>	<ol style="list-style-type: none"> A. The WPA and IRP are case management tools that the CDS will develop with each parent in order to plan the most appropriate activity track to help parents achieve self-sufficiency. The WPA and the IRP must be signed and completed on or before the 15th day from the date of approval of assistance. B. Each TANF parent who is participating in the NMW Program will be offered an orientation on all support services and education, training and employment services available under the NMW Program. A written copy of the WPA and IRP must be given to the parent, together with a complete list of all support services and education, training and employment services available under the program, and notice of the parent's right to request a fair hearing. C. The initial WPA and IRP will be written and signed by the parent and NMW Program staff following assessment. Both the WPA and IRP will be specific to the parent's circumstances and will list all support services required for parent to achieve stated goal(s). D. The IRP will list employment goal(s) and interim goal(s) (e.g. skills training, unsubsidized employment). All IRPs must be reviewed and updated in accordance with the parent's most current circumstances but no later than every six (6) months. 	

	<ul style="list-style-type: none"> E. If a parent is sanctioned, the IRP should reflect the activities they failed to do, without good cause. When he or she agrees to cure his or her sanction, the IRP must be updated to include current dates and any new activities that need to be changed to meet the individual's new circumstances. F. The WPA is a contract between NMW Program and the parent, listing specific activities the parent must accomplish to reach his or her goals while enrolled in the NMW Program. The WPA will be amended at the end of the current period if circumstances (e.g., changes in the labor market or changes in the parents' personal situation) require changes in the parent's interim goals. G. The timesheet submitted by the parent must coincide with the specifics documented in the WPA. H. The WPA will reflect the parent's preferences and abilities to the extent that they conform to the goal of the NMW Program to help a parent gain employment, and to the extent that those preferences conform to any other applicable NMW Program rules. Every effort will be made to reach agreement with the parent on the content of the WPA. However, when such agreement cannot be reached, NMW Program staff will determine the final content of the WPA. Parents who disagree with the content of the WPA and refuse to comply will have the right to a fair hearing. I. The parent will receive a copy of the WPA and IRP. J. Without good cause, failure to complete and sign the WPA and IRP may subject the parent(s) to payment sanctioning according to regulation timeframes. 	
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SECTION 8	MULTIPLE ACTIVITY TRACKS	
<p>I. ACTIVITY TRACKS - PURPOSE</p>	<p>A. The NMW Program is a multiple activity track program. (Appendix H in the RFP). Multiple activity tracks are designed to facilitate:</p> <ol style="list-style-type: none"> 1. Universal engagement of all TANF parents; 2. Progression of activities for TANF parents to help them achieve employment that provides living wages, benefits and vertical job promotion; and 3. Acknowledgement and formal recognition of parents achieving specific goals and milestones towards meeting those goals. <p>B. The NMW service provider will ensure that all activities described in this section are available to parents referred to the NMW Program, as determined appropriate for their circumstances through assessments and interviews with the CDS.</p> <p>C. The CDS will assess a parent’s readiness to work and need for additional training and supports in order to become self-sufficient and will plan with each parent appropriate activities ultimately leading to employment.</p> <p>D. The TANF parent must be in continuous engagement of activities that promote progression towards employment. The CDS will conduct activity planning prior to the expiration of an activity in order to ensure parent’s continuous engagement and appropriate follow-up placements.</p>	<p><u>Section 8:</u></p> <p><u>I. Activity Tracks - Purpose</u></p> <p><u>II. Activity Tracks – Defined</u></p>
<p>II. ACTIVITY TRACKS - DEFINED</p>	<p>A. The following activity tracks target TANF parents at different stages of work readiness.</p> <p>B. Activities are grouped in non-employment and employment clusters. Within each cluster, the activities are organized in tracks. Each cluster, activity track and specific activity corresponds to a level of job readiness. The parent’s progression from “least job ready” to “most job ready” will be reflected in the activity track and specific activity to which he/she has been assigned.</p> <p>C. Not all parents may need to participate in each of these activities and placement is dependent on each parent’s situation and level of job readiness.</p> <p>D. The CDS will assess the parent’s work readiness and in collaboration with the parent will design a work activity program that is most appropriate for the parent at the time of assessment. The IRP will be developed to identify the goals the parent must achieve in order to advance to the next level of job readiness, and the activities associated with that level. The CDS</p>	

	<p>will work with the parent to provide the support needed to complete the assigned activity.</p> <p>E. In order to make possible the progression of the TANF parent towards employment, the placement of the parent in a non-employment cluster is limited to no more than twelve (12) months as a core activity while the parent is enrolled in the NMW Program (additional federal limitations may exist for each activity, as defined below). While placed in a non-employment track, the CDS will monitor the parent’s progress and will meet with the parent as often as necessary in order to evaluate the parent’s progress and readiness to transition to the next level of activities.</p> <p>F. Formal recognition of the parent’s progress should be manifested each time the parent has completed an activity and is assigned to a new activity, activity track or cluster, designed to bring the parent closer to employment. Formal recognition may be in the form of an achievement letter, certificate, or other formal method that promotes the parent’s feeling of accomplishment. Copies of all documents of achievement are to be filed in the individual’s case file.</p> <p>G. Non-employment cluster (least job ready) may include:</p> <ol style="list-style-type: none"> 1. <i>Family Stabilization/Job Readiness Track</i> - (Note: limited to twenty (20) hours/week for a total of 240 hours within the preceding twelve (12) month period for a single custodial parent with a child under the age of six (6); or thirty (30) hours/week for a total of 360 hours within the preceding twelve (12) month period for all other work eligible parents; with no more than four consecutive weeks.) 2. <i>Education and Training Track</i> - (Note: Vocational Training is limited to a lifetime maximum of twelve (12) months.) 3. <i>Non-paid Work ActivityTrack</i>. 4. <i>Exempt From Full Participation</i>. <p>H. Employment cluster (most job ready) is made up of the:</p> <ol style="list-style-type: none"> 1. <i>Employment Track</i>. 	
<p>1. Family Stabilization/ Job Readiness Track</p>	<p>A. The Family Stabilization Track includes the following activities:</p> <ol style="list-style-type: none"> 1. Job Readiness. 2. Lifeskills Training. <p>(NOTE: This activity track will use up hours allowed for Job Search).</p> <p>B. Participation in this track is limited to twenty (20) hours/week and to 240 or 360 hours within the preceding twelve (12) month period depending on the parent’s status; in which no more than four (4) weeks can be consecutive. (Note: a parent enrolled in a</p>	

	<p>program requiring uninterrupted attendance beyond the four (4) weeks limit, may use the allowable hours of excused absences or receive good cause to continue uninterrupted.)</p> <p>C. Lifeskills and Job Readiness may be combined as one activity or delivered as two separate activities depending on each parent's circumstances. While Job Readiness is typically an activity more appropriate for a newly-referred parent, Lifeskills Training may be an activity that is appropriate for a parent at any point in their participation in the NMW Program, if family stabilization is needed.</p> <p>D. Referrals to this track may be appropriate for parents who:</p> <ul style="list-style-type: none"> <i>a. Are new referrals to the NMW Program;</i> <i>b. Are experiencing some form of family or personal crisis that may or may not qualify as a waiver from participation, but cannot progress towards self-sufficiency without immediate referrals to support services;</i> <i>c. Have received conditional exemption from full participation;</i> <i>d. Have been extended past sixty (60) months of TANF;</i> <i>e. Are hard to engage or are sanctioned (Level 1 or 2 only);</i> <i>f. Are newly arrived refugees;</i> <i>g. Have mental, physical and/or learning disabilities;</i> <i>h. Have alcohol or substance abuse/chemical dependency;</i> <i>i. Have experienced family violence;</i> <i>j. Are homeless;</i> <i>k. Have attitude issues that are not conducive to retaining employment.</i> 	
<p>Job Readiness</p>	<p>A. The type of Job Readiness activities may include:</p> <ol style="list-style-type: none"> 1. Orientation to the NMW Program. 2. Employment Assessments. 3. Work Readiness Assessments. 4. Counseling regarding appropriate activity tracks to be pursued. 5. Preparation to seek or obtain employment (including GED testing preparation, or short-term basic skills courses). <p>B. Activity must be supervised daily. Participant timesheet is required monthly.</p>	
<p>Lifeskills/Family Stabilization</p>	<p>A. The type of lifeskills activities may include:</p> <ol style="list-style-type: none"> 1. Short term substance abuse treatment. 2. Domestic Violence as an activity. 3. Mental health treatment or rehabilitation. 	

	<p>4. Parenting classes. 5. Nutrition or budgeting classes.</p> <p>B. Intensive case management may be required for some parents enrolled in this activity, thus the CDS should be prepared to provide support services consistent with the parents' change in circumstances and focused on stabilizing the family situation. For example, referrals and follow-up by the CDS to a housing program for a family who is experiencing homelessness will be a required case management responsibility.</p> <p>C. The NMW Program service provider is required to develop a standardized life skills curriculum that is to be approved by HSD prior to delivery to parents.</p> <p>D. Activity must be supervised daily. Participant timesheet is required monthly.</p>	
<p>2. Education and Training Track</p>	<p>A. Referrals to the Education The Education and Training Track includes the following activities:</p> <ol style="list-style-type: none"> 1. Job skills training directly related to employment. 2. Education directly related to employment. 3. Vocational Education and Training. 4. GED/High School. <p>B. Only 30% of the TANF work-eligible caseload may be enrolled in this activity track.</p> <p>C. Referrals to the Education and Training Track are appropriate for parents who:</p> <div style="background-color: #f4a460; padding: 10px; margin: 10px 0;"> <ol style="list-style-type: none"> a. <i>Are currently engaged in an educational activity;</i> b. <i>Indicate interest in pursuing educational opportunities or want to enter an occupation that requires training;</i> c. <i>Have not completed a high school diploma or GED;</i> d. <i>Completed high school or obtained a GED, but need or want to brush up on their skills;</i> e. <i>Have had difficulty in school with reading, writing, math, following verbal directions, etc. and want to improve their basic skills in order to get a job or a better job;</i> f. <i>Are teen parents who have not attained a high school diploma (required activity).</i> </div> <p>D. Based on assessment, the WPA and IRP will reflect the parent's education and training needs and will include all necessary and available support services and which will lead to sustainable employment.</p> <p>E. NMW Program will support online education when the courses are taken through an accredited educational institution and</p>	

	<p>participation can be verified monthly.</p> <p>F. In cases where the parent has a post-secondary degree and /or a marketable skill when beginning participation with NMW Program, all possibilities of utilizing the existing degree or marketable skill for employability will be exhausted before consideration is given to authorizing approval for additional education or training.</p> <p>G. If the parent requests additional education or training the CDS will consider the following in making a decision to approve, or disapprove, additional education or training:</p> <ol style="list-style-type: none"> 1. The parent's past performance in education or training activities; and 2. The parent's ability to obtain employment with the degree or certificate obtained from the previously approved program (considering local labor market needs, and the parent's financial needs). 	
<p>Job Skills Training Directly Related to Employment</p>	<p>A. Job Skills Training is intended to provide an individual with the job skills required for employment, advancement, or adaptation to changes in the workplace. A broad range of education and training activities can count under this activity, including training in preparation for job entry and upgrade training for those already employed to “adapt to the changing demands of the workplace.” If required by an employer, training may include:</p> <ol style="list-style-type: none"> 1. Adult Basic Education (ABE). 2. ESL. 3. Pursuit of GED. 4. Associate Degree Programs. 5. Baccalaureate Degree Programs. 6. Certificate Programs based on credits accumulated at an institution. 7. Certificate Programs developed by industries to teach specific skills. 8. Specific skill-related programs of a nondegree nature. <p>B. This activity does not include any rehabilitation activities.</p> <p>C. Daily supervision required. Participant timesheet is required monthly.</p>	
<p>Education Directly Related to Employment</p>	<p>A. A participant must be employed.</p> <p>B. This activity can include education programs that lead to a GED or high school equivalency diploma, when required as a prerequisite for employment or specific occupations, as well as adult basic education, and ESL.</p> <p>C. Up to one (1) hour of unsupervised study time for each hour of class time will be counted toward participation. Hours spent in supervised or unsupervised study require supervisor verification</p>	

	<p>and must be reported on timesheets.</p> <p>D. Daily supervision required. Participant timesheet is required monthly.</p>	
<p>Vocational Education and Training</p>	<p>A. Must give parents knowledge and skills to perform a specific trade, occupation or vocation.</p> <p>B. May only be counted for twelve (12) months per individual.</p> <p>C. Only 30 percent of the NMW Program caseload can be engaged in vocational educational training or in GED by being a teen head of household to count towards participation.</p> <p>D. Postsecondary education programs that result in a baccalaureate degree or advanced degree may be considered vocational education training.</p> <p>E. Stand-alone basic skills programs and ESL programs cannot be considered vocational education programs.</p> <p>F. Organized educational programs, distance education and online certificate programs are included in this activity, but must be taken at an accredited institution, such as, a training organization, community college, vocational-technical school, post-secondary educational institution or proprietary school.</p> <p>G. ABE and ESL can count as part of this activity, as well as the pursuit of a GED.</p> <p>H. A vocational evaluation should follow the parent’s assessment to determine appropriate placement in this activity. The vocational evaluation may include:</p> <ol style="list-style-type: none"> 1. An analysis of the employment goal as it relates to the financial needs of the parent; 2. A determination of how the training relates to a parent's vocational interests and occupational aptitudes based on any combination of the following: volunteer work, work history or work experience; 3. A determination as to whether there is a reasonable expectation of employment upon completion of training. <p>I. NMW Program must work with the training provider to establish flexible schedules to allow students to combine education and work, if parent is employed.</p> <p>J. Up to one (1) hour of unsupervised study time for each hour of class time will be counted toward participation. Hours spent in supervised or unsupervised study require supervisor verification and must be reported on timesheets.</p> <p>K. Daily supervision required. Participant timesheet is required monthly.</p>	

<p>GED/High School</p>	<p>A. The absence of a GED or high school diploma has been identified as a major barrier to employment and to the pursuit of a Vocational Training certificate. Consequently, the attainment of a GED for parents who do not have a high school diploma (and are not teen parents), must be identified as a goal on the IRP and the CDS must facilitate the attainment of such by providing the necessary supports to parents pursuing this activity.</p> <p>B. Regular attendance at a secondary school or a GED course for work-eligible individuals without a high school diploma or equivalent satisfies a non-core requirement.</p> <p>C. Regular attendance for single parents under age twenty (20) will satisfy core hours requirement.</p> <p>D. Activity may include ABE or ESL if they are in conjunction with attending a secondary school or GED program.</p> <p>E. Up to one (1) hour of unsupervised homework time for each hour of class time will be counted as participation, as long as the amount of study time does not exceed the education program requirements, and must be reported on time sheets.</p> <p>F. Only 30 percent of the NMW Program caseload can be engaged in vocational educational training or in GED by being a teen head of household to count towards participation.</p> <p>G. Must be supervised daily. Participant timesheet is required monthly.</p>	
<p>3. Non-Paid Work Activity Track</p>	<p>A. The Non-Paid Work Activity Track includes the following activities:</p> <ol style="list-style-type: none"> 1. Work Experience. 2. Community Service. 3. Providing Childcare for TANF Children Whose Parents are Participating in Community Service. <p>B. Referrals to the Non-Paid Activity Track may be appropriate for parents who:</p> <div style="background-color: #f4a460; padding: 10px;"> <ol style="list-style-type: none"> a. <i>Have little or no recent employment history and need experience in the labor market;</i> b. <i>Are unsure of the type of work for which they are suited in terms of experience, aptitude, skills, temperament, etc. and wish to evaluate specific types of work;</i> c. <i>Have previous experience in an identified career field, but have been absent from the workplace and need recent experience to be competitive in the labor market;</i> d. <i>Have completed training in a specific field and need to acquire experience in that field to be</i> </div>	

	<p><i>competitive in the labor market;</i></p> <p><i>e. Have difficulty understanding or communicating in English and need additional time to become acclimated;</i></p> <p><i>f. Have barriers to employment that require flexibility in the workplace while barriers are resolved.</i></p>	
<p>Work Experience</p>	<p>A. Activity is defined as work in return for cash assistance that improves employability.</p> <p>B. Parents with no significant barriers to employment who are otherwise appropriate for Job Search may benefit from a short-term work experience if:</p> <ol style="list-style-type: none"> 1. Arrangements for child care and transportation have been made. 2. Have been unsuccessful in job search due to: <ol style="list-style-type: none"> a) Insufficient current work history <ol style="list-style-type: none"> i. Lack of one or two job skills in a new career field ii. Insufficient current job references or, iii. Been away from the labor market for an extended period 3. Potential placements in work experience may include: <ol style="list-style-type: none"> a) Nonprofit organizations b) Community or technical college c) Federal, state, local, or tribal government 4. The Work Experience site must meet the following standards: <ol style="list-style-type: none"> a) Must provide supervision and skills training for the parent b) Must provide a supervisor’s signature on the parent’s timesheet 5. The work site supervisor must review the parent’s progress. Review should include the parent’s: <ol style="list-style-type: none"> a) Actual hours in attendance b) Attitude c) Communication skills d) Grooming/Dress e) Interpersonal relationships f) Job skills progress g) Motivation h) Production i) Punctuality 6. All effort should be made by CDS to conduct regular visits to parent’s work experience site. 7. Daily supervision required. Participant timesheet is required monthly. 	
<p>Community Service</p>	<p>A. Community Service programs must be limited to projects that serve a useful community purpose in fields such as health, social service, environmental protection, education, urban and rural redevelopment, welfare, recreation, public facilities, public safety, and childcare. The NMW Program service provider must</p>	

	<p>compile, update and maintain a list of community service sites, both in rural and urban areas.</p> <p>B. Placement into a Community Service worksite must take into account the prior training, experience, and skills of a recipient, as well as their ability to travel to site. Placement must be relevant to the parent’s employment goals and must further their progress towards employment.</p> <p>C. Daily supervision required. Participant timesheet is required monthly.</p>	
<p>Providing Childcare for TANF Children Whose Parents Are Participating in Community Service</p>	<p>A. This is an unpaid activity. If parent is paid to provide childcare, this activity will be defined as “employment” or “self-employment.”</p> <p>B. Must be supervised daily. Participant timesheet is required monthly.</p>	
<p>4. Employment Track</p>	<p>A. The Employment Track includes the following activities:</p> <ol style="list-style-type: none"> 1. Job Search. 2. Subsidized Employment. 3. Self-employment. 4. Unsubsidized employment. <p>B. All parents who are referred to the Employment Track must have a current resume. The CDS or Job Developer is required to assist parents in the development of a professional resume. The Job Developer and the CDS must have a copy of the parent’s resume for the purpose of providing the appropriate placement in an Employment Track activity.</p> <p>C. Referrals to this track may be appropriate for parents who:</p> <div style="background-color: #f4a460; padding: 10px; margin-top: 10px;"> <ol style="list-style-type: none"> <i>a. Are currently working on issue resolution and are ready to combine issue resolution with work in a supportive setting;</i> <i>b. Have childcare and transportation plans in place;</i> <i>c. Have known significant mental health and/or substance abuse/chemical dependency issues managed;</i> <i>d. Are currently underemployed or have had employment within the last ninety (90) days;</i> <i>e. Have a pending claim for unemployment benefits;</i> <i>f. Indicate a strong interest in pursuing employment;</i> <i>g. Are ready and able to accept employment;</i> <i>h. Have recently completed an education or supported work program;</i> <i>i. Are currently in a supported work or education program and will be ready to accept employment when offered;</i> </div>	

	<p><i>j. Are working full-time and want assistance finding a better job;</i></p> <p><i>k. Have demonstrated interest in obtaining employment, but are unsure how their skills match the labor market demands and may need on-the-job training;</i></p> <p><i>l. Indicate a strong interest in pursuing self-employment and have created a business plan that the CDS determines to be viable.</i></p>	
<p>Job Search</p>	<p>A. Limited to twenty (20) hours/week for a total of 240 hours within the preceding twelve (12) month period for a single custodial parent with a child under the age of six; or thirty (30) hours/week for a total of 360 hours within the preceding twelve (12) month period for all other work eligible parents; with no more than four (4) consecutive weeks. One (1) hour claimed in a week, initiates the four (4) consecutive weeks. (NOTE: The time spent in Job Search activity reduces available time for Job Readiness/Lifeskills.)</p> <p>B. Activity must be supervised daily. Participant timesheet is required monthly.</p> <p>C. A Job Search log will be required by all parents in a job search activity.</p> <p>D. There are three types of Job Search activities:</p> <ol style="list-style-type: none"> 1. Self-directed - A parent who completes a training program at a post-secondary institution where the institution provides placement services may utilize that placement service for up to 240 hours/360 hours beginning with the date the NMW Program CDS approves the plan. 2. Individual Job Search - This activity is appropriate for parents who have been identified as job ready. A parent may conduct an individual job search after receiving one-on-one direction from the CDS or Job Developer, on the following: <ol style="list-style-type: none"> a) Goal setting; b) Completing applications and resumes; c) Techniques for canvassing and contacting employers; d) Information on the kinds of jobs that are available (including the "hidden" labor market); e) Interviewing techniques and follow-up; f) Maintaining employment; and g) Providing the CDS with completed job search logs (NMW Program should contact at least one employer listed on the Employer Contact Log to verify the information provided by the parent). 3. Group Job Search - consists of intensive job seeking skill training and peer support development. Topics should include: goal setting, completing applications and resumes; techniques for canvassing and contacting 	

	<p>employers; information on the kinds of jobs that are available (including the "hidden" labor market), interviewing techniques and follow-up and maintaining employment. Following the instruction, parents will implement the training, share job seeking experiences and provide mutual support. Parents will have access to telephones, a photocopying machine, computers, etc. in order to complete the job search.</p> <p>E. Parents who are not successfully conducting an individual job search should be directed to group job search or another activity within the Employment Track which offers more supports.</p> <p>F. At least one contact from each job search log must be validated by the CDS and the log must be reviewed by the CDS to determine if appropriate contacts were made.</p> <p>G. Job Development – NMW Program will provide individualized services to match job openings to the particular skills and abilities of the parent. The NMW Program service provider will employ experienced job developers/placement specialists who develop, locate, and secure employment opportunities for parents. The job developer must locate jobs for applicants who are job ready and those who have successfully completed training programs; match job openings with applicant qualifications; refer qualified applicants to employers; conduct follow-ups when applicants are placed in jobs; participate in and/or coordinate job fairs; provide assistance with online job search, where available; and provide resume assistance.</p> <p>H. Job Retention/Post Employment Services – NMW Program will provide job supports that will assist parents to retain employment, for example, arranging for mentors or job coaches, and dealing with economic factors (including household budgeting) that will encourage job retention. These supports will focus on those individuals who may need or request more intensive assistance. Post-employment services will target at a minimum the first ninety (90) days of employment.</p>	
Subsidized Employment	<p>There are four types of Subsidized Employment activities within the NMW Program:</p> <p>A. OJT - This activity offers the opportunity for full-time subsidized employment for parents receiving cash assistance. OJTs provide skills training on site with an employer. OJTs may also be combined with formal classroom or skills training. The goal of an OJT is to prepare a parent for full-time unsubsidized employment and the transition off cash assistance.</p> <p>1. The NMW Program authorizes the creation of two types of full-time OJTs:</p> <ul style="list-style-type: none"> • To allow a parent to learn new skills in a new job; or 	

- To offer wage progression by increasing skills to move a parent into a new job with the parent's existing employer or with a new employer.
2. Employers eligible to participate in OJTs include:
 - Private companies and corporations;
 - Non-profit companies and corporations; and
 - Public agencies.
 3. Employers must comply with the terms and conditions outlined in the OJT contract, which must be developed by the NMW Program service provider.
 4. An unpaid internship required by an accredited educational institution as a condition for a certificate or degree leading to a specific occupation (under Vocational Education), may qualify as an unpaid OJT.
 5. Participant timesheet is required every six (6) months.

B. Wage Subsidy - The New Mexico Wage Subsidy program is a subsidized employment opportunity where a TANF cash assistance recipient is hired into full-time employment for a period no more than twelve (12) months. The Wage Subsidy program reimburses the employer a portion of the wages paid to the NMW Program parent for up to twelve (12) months.

1. Parents who have been receiving TANF for an extended period of time should be given priority to apply for this program.
2. HSD will issue a supplemental TANF cash assistance payment to the parent if the net monthly full-time wage paid to the parent is less than the TANF cash assistance amount for which the parent would otherwise be eligible.
3. The months of participation in the Wage Subsidy program will not count against a parent's sixty (60) months lifetime limit.
4. Employers participating in this program must sign an agreement for each placement outlining the specific job offered to a subsidized employee and agreeing to abide by all of the requirements of the wage subsidy program.
5. The NMW Program service provider is required to:
 - Identify potential qualified candidates for Wage Subsidy, and maintain a current list of qualified candidates;
 - Provide a one-day work readiness session for all Wage Subsidy candidates, including information on the Earned Income Tax Credit;
 - Assist Wage Subsidy candidates in submitting an employment application to potential employers.
6. HSD determines whether a NMW Program parent is eligible to participate in the program. In order to be eligible the candidate must:
 - Have prior work experience;
 - Be an active parent with the NMW Program;
 - Have a social security number and be a citizen.

	<p>C. Transitional Employment - A full time activity that provides parents with paid, temporary employment and usually combines twenty (20) hours per week in a temporary subsidized job with remaining participation hours required in training, education or issue resolution.</p> <ol style="list-style-type: none"> 1. Purpose of transitional employment is to: <ul style="list-style-type: none"> • Create a bridge to unsubsidized employment; • Allow the individual to gain marketable skills while providing support to address barriers; • Increase a parent's income and give them access to the Earned Income Tax Credit; • Make training available and addresses skill attainment; • Provide intensive support, mentoring and engagement. 2. Referrals to Transitional Employment may be appropriate for parents who: 3. Activity supervised monthly. Participant timesheet is required monthly. <p>D. "Sheltered Workshops" – Provide meaningful paid employment in a supportive environment to assist participants in understanding the meaning, value, and demands of work, to modify or develop attitudes, personal characteristics, and work behavior; and to develop skills in order to transition to unsupported employment. Activity supervised monthly. Participant timesheet is required monthly.</p>	
<p>Self-Employment</p>	<p>A. An assessment will be done by the NMW Program CDS to determine the fiscal viability of the self-employment business. A referral to a business counseling service may be appropriate.</p> <p>B. Participation hours for those who are self-employed are determined by subtracting business expenses from gross income for the term reported and divided by the <u>federal</u> minimum wage.</p> <p>C. If the parent's self-employment plan is determined to not be realistic or financially viable, the CDS will require the parent to be involved in another, approved activity for the required number of hours of participation per week. If the business plan is approved by the CDS there will be a review of the business in six months.</p> <p>D. Verification of the income received by the business will be accomplished by the parent providing relevant business records, such as tax filing forms and profit/loss statements, to NMW Program every six (6) months, for use in determining the financial status of the business.</p> <p>E. Participant timesheet is required every six (6) months.</p>	

<p>Unsubsidized Employment</p>	<p>A. Defined as full or part-time employment in the public or private sector, not subsidized by TANF or any other public program.</p> <p>B. Placements are to be for no less than the current minimum State or Federal wage, whichever is higher.</p> <p>C. The NMW Program service provider is charged with creating opportunities for each job-ready parent in the NMW Program for steady employment at living wages with benefits and potential for advancement thereby promoting economic self-sufficiency for TANF families.</p> <p>D. Participant timesheet is required every six (6) months.</p>	
<p>5. Exempt From Full Participation</p>	<p>A. All TANF work-eligible parents are required to participate in work program activities for a specific number of hours as outlined in their WPA.</p> <p>B. The NMW Program is designed to include all parents receiving TANF benefits in work activities; some parents may be suitable for limited participation for the purpose of assisting them to achieve self-sufficiency in accordance with the New Mexico Works Act and NMAC regulations.</p> <p>C. It is a requirement of the NMW Program to provide reasonable accommodations or modifications to a disabled individual to participate in the program, to the extent possible for that individual. This may include necessary accommodations in the number of hours and types of activities required.</p> <p>D. It is discriminatory to deny a person with a disability the right to participate in the TANF program and automatically exempt them from participation.</p> <p>E. The following state allowed work activities may be used to meet limited work participation:</p> <ol style="list-style-type: none"> 1. Participating in a substance abuse program; 2. Pursuing a GED; 3. Finding a home (if homeless); 4. Receiving DV services; 5. Participating in ESL classes; 6. Parenting or money management classes; 7. Lifeskills training; 8. Actively seeking Social Security Disability benefits; 9. Participating in Vocational Rehabilitation 	<p>8.102.460.11 NMAC http://www.nmcpr.state.nm.us/NMAC/parts/title08/08.102.0460.htm</p>

SECTION 9	SUPPORT SERVICES	
<p>I. SUPPORT SERVICES</p>	<p>A. Support services are to be provided to NMW Program parents upon identified need, as a collaboration between HSD and the NMW Program service provider.</p> <p>B. An analysis of the NMW Program caseload indicates that the prevalent barriers to self-sufficiency are:</p> <ol style="list-style-type: none"> 1. Affordable housing; 2. Finding employment; 3. Affordable and reliable childcare; 4. Financial indebtedness; 5. Improving job skills; 6. Reliable transportation; 7. Lack of a driver’s license; 8. Non-standard childcare; 9. GED or High School Diploma; 10. Improving personal health. <p>C. The NMW Program service provider must establish partnerships with providers of support services in the community in order to refer parents enrolled in the NMW Program who have been identified to have barriers to participation to assist them in mitigating or eliminating those barriers.</p> <p>D. The following support services are provided through HSD:</p> <ol style="list-style-type: none"> 1. Childcare - The NMW Program CDS may refer parents who are actively participating in the NMW Program to CYFD for evaluation of childcare needs. No parent will be required to engage in NMW Program activities unless that person has suitable child care. NMW Program will accept the children’s child care arrangements the parent to choose, but will counsel, advise and refer parents who need assistance in securing child care. 2. Gas Cards – as funding permits, gas cards are issued in lieu of the travel allowance and cannot exceed \$25 for the month. A parent is eligible to receive gas cards provided that the parent has no access to private transportation. 3. Travel allowance – Review current policy. 4. Vocational Training & Education Reimbursements – Review current policy. 5. Employment-related Expenses – Review current policy. 	<p><u>Section 9:</u></p> <p>I. Support Services</p>

SECTION 10	RECORDS AND REPORTING	
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I. CASE RECORD REQUIREMENTS	<p>A. The service provider is required to maintain a case file for each parent. The CDS records and stores collected data on the individual parent in the case file.</p> <p>B. Parent case files must be maintained for a period of seven years.</p> <p>C. In the event that the NMW Program services provider wishes to destroy or store case files off-site, approval from and coordination with HSD and the State’s Records and Archives must be obtained prior to such disposal or removal of files.</p> <p>D. To document case management efforts, the service provider must maintain hard copy documentation/information in each parent case file. Where applicable, the file must contain all documents pertaining to the case.</p>	<p><u>Section 10:</u></p> <p>I. Case Record Requirements</p> <p>II. Reporting</p> <p>III. Service Provider Fiscal Reporting Requirements</p>
II. REPORTING	<p>A. The service provider is required to collect, analyze and report timely and accurate data to demonstrate service outcomes. Reports include but are not limited to the following:</p> <ol style="list-style-type: none"> 1. Annual Service Plan - The service provider is required to develop and deliver a written service plan annually, by October 1st, that describes in detail how the service provider will perform the services within the Scope of Work. In the service delivery plan, the service provider must include procedures to ensure for collaborative, cooperative, and successful outcomes with the local Income Support Division office. The plan must include but is not limited to the following: <ol style="list-style-type: none"> a. Parent Services. b. Increased Services (based on approved plan). c. Case Management. d. Job Development. e. Quality Assurances. <ol style="list-style-type: none"> i. Staffing; ii. Training; iii. IT Systems; iv. Case Record Management; v. Monitoring; vi. Performance Measurement, Outcomes and Validation. f. Partner Services. g. Complaint resolution for: <ol style="list-style-type: none"> i. Program; ii. Displacement; iii. Civil Rights and Rude Treatment. h. Disaster Plan. 2. Sub-Contractor and Partner Services List - The service 	

	<p>provider is required to provide a list of sub-contractors and partner services annually, on or before August 1st, and upon integration of new sub-contractors or partners. A comprehensive description of services provided by each sub-contractor or partner is to be included. The service provider must hold quarterly or more frequent meetings with their partners.</p> <p>3. Annual Staffing Pattern – Annually, on or before August 1, the service provider is required to provide a staffing pattern to include job descriptions (function and service) and CDS and CDSS caseload size.</p> <p>4. Semi-Annual Inventory Lists – The service provider is required to deliver a written initial inventory list by August 1st of each year that describes in detail items in value of over \$5,000. An additional list of all computer CPUs must be provided regardless of the value of each item. The CPU list should include serial number, manufacturer and approximate age. Two (2) close out inventory lists shall be provided to HSD with the last billing invoice; one list of items valued over \$5,000 and one list of CPUs.</p> <p>5. Monthly Activity Data Reports - The Service Provider shall prepare monthly program activity reports due to HSD on or before the 9th of each month. Reports must include (but are not limited to) the following elements:</p> <p style="padding-left: 40px;">a) PARTICIPANT DEMOGRAPHICS</p> <ul style="list-style-type: none"> ▪ Social Security Number (last four digits only) ▪ Case ID ▪ First Name ▪ Last Name ▪ Months on TANF ▪ Residence Address ▪ Mailing Address ▪ Phone Number ▪ Cell Number ▪ Education Level ▪ Marital Status ▪ Date Of Birth ▪ Gender ▪ Ethnicity ▪ Primary Language ▪ Secondary Language ▪ US Citizen ▪ Head of Household ▪ One parent or two parent household ▪ Dependents ▪ Dependents Social Security Number (last four digits only) ▪ Dependent Birth Date ▪ Geo/Admin ▪ Worker Number ▪ Participation Status ▪ Food Stamps 	
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	<ul style="list-style-type: none"> ▪ Home Visits ▪ Wages ▪ Initial Assessment/Orientation b) WORK ACTIVITIES <ul style="list-style-type: none"> ▪ Employment ▪ On-the-Job Training ▪ Work Experience ▪ Community Service ▪ Job Search/Job Readiness ▪ Vocational Training ▪ Education ▪ Child Care ▪ Job Skills Related to Employment ▪ Education Related to Employment ▪ Secondary Education c) ASSESSMENT RESULTS <ul style="list-style-type: none"> ▪ Learning Disabilities ▪ Depression ▪ Frightening, Horrible, Upsetting (FHU) Experience ▪ Substance Abuse ▪ Domestic Violence d) SUPPORT SERVICES REFERRALS <ul style="list-style-type: none"> ▪ Food Stamps ▪ Housing ▪ Energy ▪ No Appropriate Clothing ▪ Transportation ▪ Parenting and Teen Pregnancy Prevention ▪ Disability/Rehabilitation ▪ Financial Management ▪ Substance Abuse ▪ Domestic Violence ▪ Mental Health ▪ Lack of HS Diploma ▪ Problematic Work History ▪ Child with School Problems ▪ Child in Juvenile Detention ▪ Chronic Medical Condition ▪ Lack of Skills (Hard and Soft) ▪ Literacy Issues ▪ ESL ▪ Debt ▪ Family Substance Abuse ▪ Family Mental Health ▪ Legal History/Criminal Background ▪ Pregnancy (Includes Teen Pregnancy) ▪ Family Health, Disability ▪ Child Care Other e) CLIENT NARRATIVE f) WORK PARTICIPATION g) TIMESHEETS 	
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	<ul style="list-style-type: none"> h) COMPREHENSIVE ASSESSMENTS i) INDIVIDUAL RESPONSIBILITY j) JOB RETENTION k) NOTIFICATIONS/REMINDERS l) CLIENT GOALS <ol style="list-style-type: none"> 6. Monthly Staff Performance Reports (using format prescribed by HSD). 7. Monthly Education Works Program report – The NMW Program service provider shall provide a monthly report, as prescribed by HSD, identifying the participants in their caseload who are enrolled in an EWP. 8. Monthly Transportation Report - The contractor shall provide a monthly transportation parent and expenditure report, as prescribed by HSD, to be submitted with the reports listed in item 6 above. 9. Monthly Staffing Report - The contractor shall provide a monthly Staffing Report, to be submitted with the reports listed in item 6 of this subsection. The report must include a listing of all staff providing services under this contract, as prescribed by HSD 10. Monthly Job Development Report - The contractor shall provide a monthly Job Development Report, as evidence of the quantity and quality of job development. The report must include a listing of all employers contacted during a month, the employer contact information, and the employment opportunity. 	
<p>III. SERVICE PROVIDER FISCAL REPORTING REQUIREMENTS</p>	<ol style="list-style-type: none"> A. Submit an annual budget that must be approved by the Contract Manager designated by HSD, for operations cost. The Contractor shall prepare a budget for the contracted amount that includes all line item elements as prescribed by New Mexico DFA for: positions, personnel, employee benefits, contractual services, transportation, maintenance/repairs, operating costs, capital outlay, etc., [http://www.dfafcd.state.nm.us/manuals/coa.pdf]. The budget must be provided to HSD by the 30th calendar day following the effective date of the contract/agreement. No payment shall be made under the contract/agreement unless the Contract Manager approves the program budget required under the contract/agreement. B. Ensure that program expenditures comply with TANF regulations. There are specific restrictions on any use of Federal TANF funds, including the following: <ol style="list-style-type: none"> 1. Any use of Federal TANF funds must be consistent with TANF purposes and applicable TANF rules. 2. The Contractor shall not use Federal funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically authorized by HSD as allowed by Federal law. 3. The Contractor may sub-contract for services or benefits; however, Federal funds shall not be directly transferred into another program except as provided 	

	<p>for by Federal law. Copies of any and all subcontracts originating under the contract/agreement are to be provided to HSD or made available for inspection by HSD within thirty (30) days of subcontract approval.</p> <p>4. Any costs charged to each program must be necessary, reasonable, and allocable to the program.</p> <p>5. The Contractor shall not use Federal funds to construct or purchase buildings or facilities or to purchase real estate.</p> <p>6. The Contractor shall not use Federal funds for general expenses required to carry out another program responsibility, except as permitted by federal law.</p> <p>C. Limit administrative costs to no more than the amount specified in the contract/agreement with HSD. This cost limit includes both permissible direct and indirect administrative costs and is cumulative for the Contractor as well as any sub-contractor(s) of the Contractor.</p> <p>D. Ensure that administrative costs in the TANF program are costs that are necessary for the proper administration of the TANF program.</p> <ol style="list-style-type: none"> 1. Administrative costs include: <ol style="list-style-type: none"> a. The costs of general administration and coordination of programs including contract costs and all indirect (or overhead) costs. b. The salaries and benefits of staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc. c. Costs such as equipment, travel, and office space costs, when directly associated with staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc. d. Training of staff to perform administrative functions, such as eligibility determinations, procurement, and payroll. 2. Excluded from “administrative costs” are the direct costs of providing program services such as: <ol style="list-style-type: none"> a. Case management, information and referral, and counseling activities. b. Providing program information, the development of employability plans, work activities, post employment services, and 	
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	<p>work supports.</p> <ul style="list-style-type: none"> c. Costs, such as equipment, travel, and office space costs, when directly associated with providing program services, would be treated as program costs (whether provided under contract or otherwise). d. Costs for training of CDSs or for other training directly associated with providing program services as program costs under its cost allocation plan. For example, training of CDSs and other staff about how to provide appropriate services to victims of domestic violence under the Family Violence Option (i.e., screening and identification, safeguarding, referrals to appropriate services, and options to waive program requirements) would be a program cost. Likewise, training staff about providing appropriate services to people with disabilities would be a program cost. <ul style="list-style-type: none"> E. Conform and ensure that sub-contractors shall conform to the requirements of Federal Office of Management and Budget OMB Circulars A-87, A-110, A-21 and A-133, where appropriate, the PRWORA, DRA and applicable TANF, NMW Program statutes and regulations. F. Provide HSD with one, accurate and timely monthly billing invoice in a format prescribed by HSD, no later than the 5th day following the end of each calendar month except for the month ending June 30th of each year for which the invoice is due no later than July 10th. Failure to adhere to these requirements may result in a reduction of available funds and non-payment of invoices. The carryover of funds between fiscal years shall not be permitted. HSD will make every effort to make payment to the Contractor within thirty (30) days from receipt of a correct invoice. G. Ensure that Budget Adjustment Requests (BARs) are submitted to the HSD contract manager as necessary. These BARs are subject to HSD approval. H. Ensure compliance with all Federal and State laws and regulations, as applicable, relating to the uses and expenditures of the funds made available under this contract/agreement. I. Maintain fiscal records necessary for full accountability, comply with federal accounting and fiscal requirements applicable to handling of any federal funds, and follow generally accepted accounting principles and account for all receipts and disbursement of funds transferred or expended pursuant to this contract/agreement. 	
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- J. Adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 CFR 205.
- K. The budget submitted for E&T and TANF shall provide the basis for the services provided under this contract/agreement. The budget shall not be altered without the written approval of HSD. The budget shall be submitted in a format prescribed by HSD.
- L. Manage the funding made available by this contract/agreement by:
 - a. Ensuring that monthly expenditures meet federal TANF and state requirements;
 - b. Ensuring that the funding under this contract/agreement is not utilized for duplicative services already available to low-income populations.
- M. Contract for an independent yearly audit at the contractor's expense. An official copy of the independent auditor's report shall be provided to HSD and any other authorized entity as required by law within fifteen (15) days of receipt of the final audit report.
- N. Upon termination of this contract/agreement or after the services provided for herein have been rendered, surplus money, if any, shall be returned immediately by the Contractor to HSD.
- O. Timely submit all invoices to:

Paul Lucero
 Work and Family Support Bureau
 Income Support Division
 Human Services HSD
 2009 S Pacheco Street
 Santa Fe, NM 87505

Mailing Address:

Paul Lucero
 Work and Family Support Bureau
 Income Support Division
 P O Box 2348
 Santa Fe, NM 87504

SECTION 11	IT REQUIREMENTS	Checklist Appendix H
<p>I. IT SYSTEMS</p>	<p>A. Service providers computers which are co-located in HSD field offices will conform to HSD IT standards for configuration and connectivity as follows:</p> <ol style="list-style-type: none"> 1. Service provider must obtain HSD approval and meet HSD standards for any network or server equipment collocated in HSD offices. Service provider will be responsible for any costs related to damages it may cause in HSD network or server rooms. 2. Service provider must use Attachmate MyExtra!, QWS3270, or Mochasoft TN3270, or other equivalent emulation software for connectivity to the HSD mainframe. If service provider uses other equivalent emulation software, and if selected as a finalist, it must demonstrate the compatibility and security performance are equivalent to current HSD approved software. 3. The service provider must provide documentation of its oversight process that ensures that they limit access to HSD client data to workstations which have been approved for service provider staff use during normal business hours. Exceptions must be approved by HSD. 4. The service provider must provide documentation that assures that any access, tasks, or other work performed by its staff will be performed consistent with HSD security standards in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in HSD Personnel Policy 043.17 on the HSD Web site. 5. If client access to the Internet is required for job search purposes on computers which are co-located in HSD field offices, service provider must provide computer(s) connected to a separate HSD internal network for job search activities. 6. The current HSD database of record for TANF federal performance is ISD2. The selected service provider will only be provided access to the HSD database upon submission of required HSD and/or NM Department of IT (DoIT) Security Access documents which are required to gain access to all network connections for service provider employees who require access. 7. Unless otherwise directed by the Agency service provider's works program computers will be managed by HSD for Anti-Virus and security and shall run continuously in monitor mode. 8. The selected service provider will cooperate with HSD security staff in the event it is discovered that any employee of service provider enters falsified data into HSD data systems, or breaches HSD security policies or authorized use standards. 	<p><u>Section 11:</u></p> <p>I. IT Systems</p>

	<p>B. The service providers workers located offsite who will access ISD2 will conform to HSD IT standards for configuration and connectivity as follows:</p> <ol style="list-style-type: none"> 1. The service provider must provide documentation that assures that any access, tasks, or other work performed remotely by its staff will be performed consistent with HSD security standards in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in HSD Personnel Policy 043.17 on the HSD Web site. 2. Service provider will only be provided access to the system upon submission of required HSD and/or NM DoIT Security Access documents. <p>C. HSD will provide funding for service provider to develop or purchase a data management, collection and reporting system and the associated computer equipment for that system. All data, current and historical, as well as the associated computer equipment related to this system will be the property of the state of New Mexico and will be turned over to the state at the end of the contract in a manner to be determined by HSD. HSD standards associated with function are as follows:</p> <ol style="list-style-type: none"> 1. Service provider must provide a plan documenting their backup procedures to assure data is protected through daily backups of any client data related to this contract. Service provider must provide documentation that monthly backups are maintained in locations separate from the originating servers. Service provider's standard access protocol must be documented and approved by Agency and demonstrate that only current employees continue to have access and any former employees are affirmatively excluded. 2. For approval by Agency, the service provider must provide a security plan that defines responsibilities, as well as provide a resume of the individual tasked to ensure security of the system and data. This individual will be responsible for assuring appropriate security procedures are documented and followed in the performance of this project consistent with HSD security standards which are in accordance with FIPS 199, NIST 800-52 for security controls, 8.300.2 NMAC 1978 HIPPA policies, 45 CFR 160.103 Public Welfare and Human Services and IRS Publication 1075. These standards are covered in HSD Personnel Policy 043.17 on the HSD Web site. 3. Service provider must provide Agency a Disaster Recovery and Business Continuity plan to assure service continuity to HSD Clients. Agency may require such plan be updated no less than quarterly. This Disaster Recovery and Business Continuity Plan must be submitted to HSD for review and acceptance. 4. Hardware purchased by service provider will be compatible 	
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	<p>with specifications for current computer systems used by HSD. HSD will provide current specifications to selected service provider.</p> <ol style="list-style-type: none">5. Service provider will document and maintain an inventory list of procured workstations and servers to include model, serial numbers, and other information as requested by HSD. Such inventory shall be provided to Agency annually6. Service Provider will use reasonable care in maintaining purchased equipment to include, but not be limited to, physical and electronic service requirements.7. At the end of the contract, or upon termination, the service provider will deliver, in good condition, all IT equipment purchased under this project to a location identified by HSD. Hardware delivered must be "sanitized" consistent with State Auditor regulations and not contain any client data.	
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SECTION 12	VALIDATION AND PERFORMANCE STANDARDS	
<p>I. VALIDATION</p>	<p>A. In order to count completed work participation hours in the Federal work participation rate, the hours must be validated for cases included in the Federal sample report. The service provider must collaborate with the local ISD field offices and send proof of the completed hours and/or a validation check report to the ISD Benefit Delivery and Data Reporting Bureau (BDDRB) by the published deadline. The service provider shall provide at least fifty-percent of the data mid-way to the deadline with the remainder due by the deadline for an accurate monthly work participation rate report. Any data submitted must include identifying parent information such as name and case number. The preferred method of data transmission is electronic posting to a network drive; however, all other methods will be accepted.</p> <p>B. WPR is the percentage of work-eligible parents meeting the work participation hours from the work-eligible parent universe. The work-eligible universe would exclude all child only households and those work-eligible parents who have received a conditional exemption from full participation based on a federally-approved exemption.</p> <p>C. Only actual hours of allowed work activity by a TANF parent will count toward the WPR. Time spent traveling to and from the activity and to and from the child care provider does not count as participation hours.</p> <p>D. Participation hours for those TANF parents who are employed for wages will be determined by actual hours worked and will include any paid leave or holidays that the TANF parent is allowed through their employer.</p> <p>E. Participation hours for those TANF parents who are in a non-paid activity can include excused absences and holidays if the TANF parent was scheduled to be active on that day. The hours of activity the TANF parent was scheduled to participate in will be the maximum hours allowed as a holiday.</p> <p>F. Component activities can be combined in any variation to ensure that the TANF parents meet their required participation hours except that, due to FLSA requirements a TANF parent cannot be placed in work experience and community service at the same time.</p>	<p><u>Section 12:</u></p> <p>I. Validation</p> <p>II. Performance Standards</p>

<p>II. PERFORMANCE STANDARDS</p>	<p>A. WPR, established by Federal law, must be met each Federal fiscal year. If not met, the state may face penalties up to 5% of its yearly TANF grant. There are two WPR which New Mexico must meet. They are:</p> <ul style="list-style-type: none"> ✓ All Family Rate 50% ✓ Two Parent Rate 90% <p>B. If WPR are not met, the State may face penalties imposed by the Federal government. In the event HSD proves that the NMW service provider's performance results in reductions in HSD's receipt of program funds from any governmental agency, the service provider shall remit to HSD, as liquidated damages, such funds as are necessary to make HSD whole, but only to the extent such damages are caused by the actions of the service provider.</p> <p>C. The placement and retention requirements for the NMW service provider are as follows:</p>							
	<table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">% Placements > \$7.50 / Hour</td> <td style="text-align: right;">95%**</td> </tr> <tr> <td>% of placements who have retained employment at three (3) months</td> <td style="text-align: right;">90%</td> </tr> <tr> <td>% of placements who have retained employment at six (6) months</td> <td style="text-align: right;">85%</td> </tr> </table> <p>**all parents must be placed in jobs paying at least minimum wage unless a different method of calculating compensation is used by employer (i.e., base + tips)</p>	% Placements > \$7.50 / Hour	95%**	% of placements who have retained employment at three (3) months	90%	% of placements who have retained employment at six (6) months	85%	
% Placements > \$7.50 / Hour	95%**							
% of placements who have retained employment at three (3) months	90%							
% of placements who have retained employment at six (6) months	85%							
	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p>60% of NMW Program work-eligible caseload must obtain employment during the State fiscal year covered by this SOW.</p> </div>							
	<p>On a monthly basis maintain an inventory of job openings equal to the number of job ready NMW participants during that month. Job openings must pertain to the geographical area and skills level of the participants.</p>							
	<p>D. The Contractor may be subject to financial sanctions and or termination for failing to:</p> <ol style="list-style-type: none"> 1. Provide Work Program services described in this SOW; 2. Provide timely plans, reports, and or/billing invoices; 3. Meet the performance outcomes in the SOW 							

SECTION 13	EDUCATION WORKS	
<p>I. EDUCATION WORKS - DEFINED</p>	<p>A. Education and training are essential to long -term career development. The purpose of EWP is to provide financial assistance to a benefit group where at least one parent is enrolled in a post-secondary, graduate or post-graduate institution. The applicant or recipient benefit group must otherwise be eligible for NMW Program cash assistance, but chooses to participate in EWP.</p> <p>B. A parent is eligible to receive EWP services or cash assistance if the parent demonstrates that he/she:</p> <ol style="list-style-type: none"> 1. Has been accepted or has been determined to be eligible to enroll in a 2- or 4-year post-secondary or post-graduate degree program; and 2. The degree the parent will receive will increase the parent’s ability to engage in full-time employment. <p>C. A parent will not receive cash assistance funded by TANF during the period in which the recipient is receiving cash assistance pursuant to the Education Works Act [27-2D-1 NMSA 1978].</p> <p>D. A parent may participate in EWP for no more than twenty-four months, with the following exceptions:</p> <ol style="list-style-type: none"> 1. A parent may participate in EWP for one additional academic term following the twenty-four-month participation limit; or 2. For two additional academic terms following the twenty-four-month participation limit at the discretion of HSD, if doing so will result in the parent earning a degree. <p>E. During the twenty-four months of participation in EWP, a parent will engage in at least twenty (20) hours per week of class time or class time plus the following activities to attain twenty (20) hours of participation:</p> <ol style="list-style-type: none"> 1. Studying (participation credit will be given for up to 1 ½ hours studying for every hour of class time); 2. Work (work-study, training-related practicum, internships, paid employment, volunteering or any other activity approved by HSD). 	<p><u>Section 13:</u></p> <p>I. Education Works - Defined</p> <p>II. Participation Requirements</p> <p>III. Case Management</p> <p>IV. Support Services</p> <p>V. Reporting</p>

	<p>F. The number of recipients enrolled in the education works program is limited to the number of recipients who can be served by the funds available.</p>	
<p>II. PARTICIPATION REQUIREMENTS</p>	<p>A. A parent must apply for all financial aid available from the post-secondary, graduate or post-graduate educational institution that he/she attends and provide to the CDS a copy of the student financial aid award letter as soon as it becomes available.</p> <p>B. For parents attending post-secondary programs, satisfactory progress will include, at a minimum, the parent maintaining a 2.0 grade point average (or its equivalent).</p> <p>C. If a parent's semester (or its equivalent) grade point average falls below 2.0, a maximum of one probationary semester (or its equivalent) will be permitted to allow the parent the opportunity to meet the 2.0 grade point average.</p> <p>D. If a parent's overall grade point average falls below 2.0, whether or not the last semester (or its equivalent) is above 2.0, a maximum of two (2) probationary semesters (or its equivalent) will be allowed. The first semester (or its equivalent) is allowed to meet the semester 2.0 grade point average, and the second to obtain an overall grade point average of 2.0. If the parent does not meet the 2.0 current semester (or its equivalent) grade point average, a second probationary semester (or its equivalent) will not be allowed.</p> <p>E. The parent must provide the CDS copies of progress reports, such as grades, as soon as they become available. The CDS must ensure that copies of progress reports for each semester (or equivalent) have been provided, reported to ISD, and retained in the parent's case file.</p> <p>F. Failure of the parent to meet satisfactory progress requirements will result in the withdrawal of support for the activity and possible application of sanctions unless there is good cause for failing to meet the requirements.</p>	
<p>III. CASE MANAGMENT</p>	<p>A. Services for parents enrolled in the EWP are to be delivered using the same case management model as TANF.</p> <p>B. The CDS is not required to conduct an assessment with</p>	

	<p>EWP participants; refer to support services, if applicable.</p> <p>C. EWP parents will participate in an orientation that shall be inclusive of a detailed and meaningful explanation of the parent’s rights and responsibilities, available support services, participation tracking and reporting requirements. The parent cannot be sanctioned for failure to attend an orientation, but the CDS will be required to make all effort to conduct an orientation with the parent, including if necessary, a home visit. Evidence that CDS has made all attempts possible to conduct an orientation, will be detailed in parent’s case narrative.</p> <p>D. An Individual Education Plan (IEP) must be completed for each EWP parent. The IEP must include (but is not limited to) the following:</p> <ol style="list-style-type: none"> 1. The parent’s educational and employment goals and the steps necessary to reach those goals; 2. Documentation of acceptance into a particular area of study; 3. How the area of study will increase the parent’s ability to obtain full-time unsubsidized employment. <p>E. An IEP must be completed at the beginning and end of each academic term.</p> <p>F. After placement of parent in Education Works, the NMW Program service provider must conduct a follow-up interview with the parent to determine if activity placement is appropriate and if parent is maintaining attendance at the educational institution; the results of the follow-up interview will be documented in the case narrative.</p>	
<p>IV. SUPPORT SERVICES</p>	<p>EWP parents are not eligible for TANF funded support service reimbursements unless they are employed.</p>	
<p>V. REPORTING</p>	<p>The NMW Program service provider must report to HSD on a monthly basis the following information with respect to parents in their caseload who are enrolled in the EWP:</p> <ol style="list-style-type: none"> 1. Name and Social Security Number. 2. Educational Institution. 3. Verified overall GPA. 4. Verified semester (or equivalent) GPA for most current term. 5. Probation status, if applicable. 6. Degree to be attained. 	

SECTION 14	SNAP E&T	
I. SNAP E&T - DEFINED	<p>ISD administers the SNAP E&T Work Program which ensures that needy families and individuals who receive SNAP benefits may volunteer in the work program to gain skills, training, and work experience, in order to increase their ability to obtain and/or keep employment. Successful employment is the ultimate goal of the program.</p>	<p><u>Section 14:</u></p> <p><u>I. SNAP E&T - Defined</u></p> <p><u>II. Participation Requirements</u></p>
II. PARTICIPATION REQUIREMENTS	<p>A. The SNAP E&T program is a voluntary program. Individuals receiving SNAP benefits are not subject to disqualification for choosing not to participate in the E&T work program.</p> <p>B. SNAP recipients must register for work upon approval of benefits.</p> <p>C. SNAP recipients may be disqualified for voluntarily quitting a job.</p>	<p><u>III. Case Management</u></p> <p><u>IV. Approved Work Activities</u></p> <p><u>V. Support Services</u></p> <p><u>VI. Reporting</u></p>
III. CASE MANAGEMENT	<p>A. Case management may be less intensive for the SNAP E&T population than the TANF participant; however, it must be ongoing and provided as needed for each individual.</p> <p>B. Voluntary SNAP E&T participants will receive an orientation that shall be inclusive of a detailed and meaningful explanation of the participant's rights and responsibilities, available support services, participation tracking and reporting requirements. Participants who fail to attend a scheduled orientation shall be given a second opportunity to attend a group or one-on-one orientation with their CDS. Evidence that the CDS has made attempts to conduct an orientation, will be detailed in participant's case narrative.</p> <p>C. In order to create an appropriate work program for the participant, the CDS will conduct a comprehensive assessment with each voluntary SNAP E&T participant to determine work readiness, barriers to employment, skills and experience.</p> <p>D. The CDS will complete an IRP and a WPA with each voluntary SNAP E&T participant and monitor participant's progress towards attaining employment.</p> <p>E. There are no requirements pertaining to the number of hours a voluntary SNAP E&T participant chooses to participate in an activity, other than the number of hours associated with the successful completion of that activity (i.e., the number of hours required to attend a GED class).</p>	<p><u>VII. Fiscal Requirements</u></p> <p><u>VIII. Program Outcomes and Performance Measures</u></p>
IV. APPROVED WORK ACTIVITIES	<p>The variety and content of the activities are designed to provide the participant with the support and structure needed to achieve his or her goals. Participation may be in each separate individual activity or in multiple activities simultaneously as</p>	

	<p>follows:</p> <ul style="list-style-type: none"> • Individual Job Search. • Group Job Search. • Work Experience. • Community Services. • Vocational Training. • Education. 	
V. SUPPORT SERVICES	<p>A. The E&T program provides a standard monthly allowance, authorized and issued by HSD, for participants engaged in an approved work activity.</p> <p>B. NMW Program participants who receive only SNAP are eligible for support services reimbursements, if funded, only after actively participating in an approved work activity.</p> <p>C. E&T participants are not eligible for support services reimbursements for orientation and/or assessment. Reimbursements, if funded, will be available upon receipt of a report certifying completion of required activities during the month.</p> <p>D. The NMW Program service provider must have a budget for and provide other SNAP E&T allowable care and support services to program participants when identified by CDS as necessary and reasonable for participant to meet work participation goals.</p> <p>E. HSD provides funding to CYFD for childcare for SNAP E&T participants. Childcare referrals for program participants must be made directly to CYFD.</p>	
VI. REPORTING	<p>A. Reporting timeframes and formats are the same as TANF.</p> <p>B. The E&T reports must include all elements as indicated below separated by regular E&T participants and ABAWD participants:</p> <ol style="list-style-type: none"> 1. Number of E&T participants served. 2. Number of new employments. 3. Number of participants placed in: <ol style="list-style-type: none"> a. Group Job Search; b. Individual Job Search; c. Vocational Training; d. Education; e. Work Experience; f. Community Service. 	
VII. FISCAL REQUIREMENTS	<p>Monthly billing procedures and timeframes are same as TANF, with applicable SNAP regulations in place of TANF specific citations.</p>	

VIII. PROGRAM OUTCOMES AND PERFORMANCE MEASURES	<p>The E&T State Plan (FFY 2010) has identified the following number of volunteer placements anticipated for each activity through FFY 2010:</p> <p>100% of all voluntary SNAP E&T participants have a current assessment, IRP and WPA.</p>	
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SECTION 15	TANF ELIGIBLE	
I. TANF ELIGIBLE - DEFINED	A household that meets the criteria to receive TANF cash assistance or household that meet the FPG (under 100%), but chooses not to receive monthly assistance.	<p><u>Section 14 :</u></p> <p><u>I. TANF Eligible - Defined</u></p> <p><u>II. Participation Requirements</u></p> <p><u>III. Case Management</u></p> <p><u>IV. Support Services</u></p>
II. PARTICIPATION REQUIREMENTS	There are no specific requirements for participation.	
III. CASE MANAGEMENT	<p>A. Case management is less intensive the TANF eligible population; however, it must be provided as needed for each participant.</p> <p>B. The CDS is not required to conduct an assessment with the participants, however, participants who disclose a barrier to employment must be referred by the CDS to an appropriate support service provider.</p>	
IV. SUPPORT SERVICES	The NMW Program service provider must have a budget for and provide TANF eligible participants allowable care and support services when identified by CDS.	

APPENDIX B

**RFP
ACKNOWLEDGEMENT OF RECEIPT FORM**

In acknowledgement of receipt of this RFP the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix H.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than close of business on April 25, 2011. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Department's written responses to those questions as well as RFP amendments if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ **PHONE NO.:** _____

E-MAIL: _____ **FAX NO.:** _____

ADDRESS: _____

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

SIGNATURE: _____ **DATE:** _____

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

Firm does/does not (circle one) intend to respond to this RFP.

Nicole Taylor
Procurement Manager, Work & Family Support Bureau
Income Support Division, HSD
2009 S. Pacheco Street
Santa Fe, NM 87505
Phone: (505) 827-7287
Fax: (505) 827-7259
E-mail: Nicole.Taylor1@state.nm.us

APPENDIX C

STATE OF NEW MEXICO

Human Services Department

PROFESSIONAL SERVICES CONTRACT #11-630-9000-_____

THIS PSA, hereinafter referred to as either "PSA" or "PSC" is made and entered into by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the "Agency," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration ("DFA").

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

- 1) Contractor shall provide services in a manner that complies with the federal objectives attached hereto as Appendix A and incorporated herein by reference.
- 2) The Contractor shall perform Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) Employment Training (E&T) services as detailed in Appendix A, Scope of Work, attached to this PSA, and incorporated in this PSA by reference.
- 3) The Contractor agrees to respond to all written requests for information and/or clarification by the Agency regarding the program within thirty (30) days of receipt of such a request, unless a longer time frame is included in the request.
- 4) The Contractor agrees to actively participate with the Agency in identifying mutual problems and solutions related to the TANF Program.
- 5) The purpose of this PSA is to establish the terms, conditions, requirements, standards, service delivery areas, and procedures whereby the Contractor will provide integrated participant services that are comprehensive and business driven. These services must comply with federal and state regulations and plans for the TANF, and the SNAP E&T as indicated in the Personal Responsibility Work Opportunity Reconciliation Act (PRWORA), NMW Act, TANF State Plan, Food Stamp Act, SNAP E&T State Plan, the New Mexico Administrative Code (NMAC), and the Work Verification Plan (WVP).
- 6) The Contractor agrees to use the tracking system approved by the Agency for tracking outcomes, contacts with and services provided under this PSA to the TANF recipients and TANF eligible individuals.

B. Services will be performed (AT)(WITHIN)(LOCATION)

C. Performance Measures. Contractor shall substantially perform the Performance measures set forth in Appendix A. In the event that the Contractor fails to obtain the results described in Appendix A, the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Agency of specific steps that

it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right pursuant to Paragraph 8, below.

2. **Compensation.**

- A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed _____dollars (\$_____), based upon the Deliverables expressed in the SOW, which amounts will be based upon monthly invoices, with such compensation not to exceed (AMOUNT), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this PSA totaling (AMOUNT) shall be paid by the Agency to the Contractor. **The total amount payable to the Contractor under this PSA, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to the Contractor to be performed under this PSA shall equal the amount stated herein. In no event will the Contractor be paid for services provided in excess of the total compensation amount provided in this PSA without this PSA being amended in writing prior to those services in excess of the total compensation being provided.**
- B. Due to restrictions placed on the Agency by the federal government, submittal of untimely or incomplete invoices by the Contractor may jeopardize the Agency's ability to collect or receive federal financial participation (FFP). Should the Agency not receive FFP and such non-receipt of FFP is due entirely or in part to submittal of (an) untimely or incomplete invoice(s) by the Contractor, then the Agency will not be under any obligation to pay such late or incomplete invoice(s). Contractor shall provide the Agency with one, accurate and timely monthly billing invoice in a format prescribed by the Agency, no later than the 15th day following the end of each calendar month, except for the month ending June 30th of each year for which the invoice is due no later than July 10. Invoices received after such dates WILL NOT BE PAID. The Agency will make every effort to make payment to the Contractor within 30 days from receipt of a correct invoice.
- C. The Contractor shall maintain monthly Expenditure and Balance Reports in a format approved by the Agency.
- D. The Contractor and its sub-contractor(s) must adhere to the requirements of the Cash Management Improvement Act of 1990, as set forth at 31 C.F.R. 205.
- E. The Contractor shall serve TANF/NMW and SNAP E&T participants throughout the term of this PSA and shall not stop services or cease full efforts for the entire duration of the PSA. If either the TANF/NMW or SNAP E&T caseloads drop, the Contractor will focus additional efforts on its remaining participants.
- F. The Contractor shall submit a budget that must be approved by the Contract Manager designated by the Agency for operations cost. The Contractor shall prepare a budget for the contracted amount that includes all line item elements as prescribed by Agency of Finance and Administration (DFA) for: positions, personnel, employee benefits, contractual services, transportation, maintenance/repairs, operating costs, capital outlay,

etc., [<http://www.dfafcd.state.nm.us/manuals/coa.pdf>]. The budget must be provided to the Agency by the 30th calendar day following the effective date of this PSA. No payment shall be made under this PSA unless the Contract Manager approves the program budget required under this PSA.

- G. The Contractor understands that there are not to be any carryover monies from any previous or current contract years. In the event the Contractor still has such unexpended funds from any contract years, the monies, plus interest, will revert to the Agency.
- H. The Agency may adjust payments as provided for under this Paragraph, and/or as provided under Paragraph 5, Limitation of Costs.
- I. The amounts included for reimbursement must be properly recorded in the Contractor's accounting records. The Contractor shall maintain an accounting system that accurately accounts for the use and application of federal and non-federal funds and disposition of any sub-contractor's programs and fiscal activity detail. Expenditures for each program must be kept separate from other program's expenditures.
- J. Any expenditure that exceeds the budgeted line item will require a Budget Adjustment Request in a format approved by Agency, which if approved must be done so in writing by the Agency before reimbursement can be made.
- K. The Contractor may authorize certain participant transportation expenditures described in the SOW.
- L. Payments to sub-contractors:
 - 1) The Contractor shall be responsible for all payments to sub-contractors.
 - 2) The Contractor shall develop and implement a similar system as outlined in this paragraph to ensure accurate and timely payments to sub-contractors.

M. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth in Paragraph 9, below, and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA.

N. The Agency reserves the right to suspend or withhold payments, and/or impose financial sanctions on the Contractor, or terminate the PSA based upon the failure of the Contractor to comply with the terms and/or conditions of the PSA. Provided, however, in the case of suspension of payments or sanctions, the Contract Manager shall give the Contractor written "Notice of Intent to Suspend Payment and/or Sanction" (hereafter referred to as "Notice") specifying the Contractor's failure(s) and affording the Contractor an opportunity to correct such failure(s) within a specific time of the receipt of such Notice. A suspension, sanction or termination of this PSA may be imposed for the terms provided under Paragraph 8, Termination, and /or for the following:

- 1) Documentation of allowable expenditures in the format prescribed by the Agency has not been provided on a timely and accurate basis; and/or
- 2) The Contractor has not provided its annual single audit report (as defined by OMB Circular A-133) to the Agency in accordance with the schedule of this PSA; and/or
- 3) The single audit report or the Agency's annual evaluation reveals findings and/or material weaknesses or audit exceptions which the Agency considers to be significant; and/or
- 4) The Contractor is not complying with other applicable statutes, regulations, or contract provision including but not limited to the following:
 - a. Provide Work Program services described in this PSA and/or SOW;
 - b. Provide timely plans and/or reports;
 - c. Meet the FSP E&T and/or TANF/NMW performance outcomes described in the SOW; and/or
 - d. Meet the TANF/NMW performance measures described in the SOW; and/or
 - e. Failure to comply with a sanction initiated as provided in this PSA, or any other term or condition of this PSA.
- 5) The Agency considers the Contractor to be at risk of imminent closure, forfeiture of funds, bankruptcy or other conditions that may make the Contractor unable to properly expend the monies provided under this PSA; and/or
- 6) The Agency determines that any funds have been spent for disallowed costs. The Agency reserves the right to withhold funds in the amount of the disallowed costs from future advances or reimbursements made under this or successor PSAs or at its discretion to demand immediate reimbursement thereof.

O. In the Agency's "Notice", the Agency will require the Contractor to develop and implement an effective corrective action plan (CAP) that will ensure compliance with identified deficiencies. The Agency may implement the payment sanctions described by this PSA no sooner than 60 days after the date of request for a CAP.

P. If after 60 days from the date of request for a corrective action plan the Contractor has not come into compliance, the Agency will withhold a percentage of funds for each thirty-day (30-day) period the Contractor remains in non-compliance with any deficiencies addressed in the CAP. At a minimum the withholding is specific to the portion of funding being requested for the non-compliant county specific service area. The Agency shall withhold 10% of the Contractor's reimbursement for the first month, 15% of the Contractor's reimbursement for the second month, and 20% of the reimbursement for the third month.

Q. If by the end of the third month of withholding, the Contractor has not come into compliance, the Agency may elect any of the following remedies:

- 1) Proceed to termination under Paragraph 8 of this PSA, and the Contractor shall have forfeited all funds withheld; or
- 2) Withhold 20% of the reimbursement for subsequent months for not only the non-compliant county but for the entire service area.

3. Term.

THIS PSA SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This PSA shall terminate on **DATE** unless terminated pursuant to Paragraph 8 (Termination), or Paragraph 9 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Contract Manager Duties.

A. The Agency shall designate a Contract Manager. The Agency may appoint another Agency, contract representative, or successor to perform this function.

B. The Agency shall notify the Contractor of any changes in the identity of the Contract Manager.

C. The Contract Manager is empowered and authorized as the agent of the Agency to represent the Agency in all matters related to this PSA, except those reserved to other Agency personnel. Notwithstanding the above, the Contract Manager does not have the authority to amend the terms and conditions of this PSA or increase funding under this PSA.

D. The Contractor must report any and all events, problems, concerns, or requests with possible alternatives or solutions affecting this PSA to the Contract Manager.

E. The name and address of the Contract Manager is listed under Paragraph 40, Notices.

5. Limitation of Cost.

A. There are specific restrictions on the use of Federal TANF funds. The CONTRACTOR shall ensure that program expenditures comply with TANF regulations including but not limited to the following:

- 1) Any use of Federal TANF funds must be consistent with TANF purposes and applicable TANF rules. The purposes of TANF are:
 - a. Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
 - b. End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
 - c. Prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies;
 - d. Encourage the formation and maintenance of two-parent families.
- 2) The Contractor shall not use Federal funds to satisfy a cost-sharing or matching requirement of another Federal program unless specifically allowed by Federal law, and such use is specifically authorized in writing by the Secretary of the Agency or her designee.

- 3) The Contractor may, subject to Paragraph 13, sub-contract for services or benefits; however, Federal funds shall not be directly transferred into another program except as provided for by Federal law.
- 4) Any costs charged to each program must be necessary, reasonable, and allocable to the program.
- 5) The Contractor shall not use Federal funds to construct or purchase buildings or facilities or to purchase real estate.
- 6) The Contractor shall not use Federal funds for general expenses required to carry out another program responsibility, except as permitted by federal law.

B. The Contractor shall limit administrative costs to 10% of the total PSA dollar amount. This cost limit includes both permissible direct and indirect administrative costs and is cumulative for the Contractor as well as any sub-contractor(s) of the Contractor.

If administrative costs are allocated, a cost allocation plan must be available upon request.

C. Administrative costs are costs that are necessary for proper administration.

- 1) Administrative costs may include:
 - a. The costs of general administration and coordination of programs including contract costs and all indirect (or overhead) costs.
 - b. The salaries and benefits of staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
 - c. Costs such as equipment, travel, and office space costs, when directly associated with staff performing administrative and coordination functions, activities related to eligibility determinations, the preparation of budgets, program plans and schedules, monitoring of programs and projects, etc.
 - d. Training of staff to perform administrative functions, such as eligibility determinations, procurement, and payroll.
- 2) Excluded from “administrative costs” are the direct costs of providing program services such as:
 - a. Case management, information and referral, and counseling activities.
 - b. Providing program information, the development of employability plans, work activities, post employment services, and work supports.
 - c. Costs, such as equipment, travel, and office space costs, when directly associated with providing program services, would be treated as program costs (whether provided under contract or otherwise).

- d. Costs for training of case managers or for other training directly associated with providing program services as program costs under its cost allocation plan.

D. The Contractor and sub-contractors shall conform to the requirements of Federal Office of Management and Budget Circulars A-87, A-110, and A-21 where appropriate, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and applicable TANF, NMW, and SNAP statutes and regulations.

E. The budget as approved by the Agency shall provide the basis for the services provided under this PSA. The budget shall not be altered without the written approval of the Agency.

6. Reports.

A. Expenditure Reports. Expenditure reports shall be submitted to the Contract Manager. Reports of actual expenditures of requests for reimbursement by the Contractor shall be submitted to the Agency no later than the 15th day following the end of each calendar month except for the month ending June 30th of each year for which the invoice is due no later than July 10. Failure to adhere to these requirements may result in a reduction of available funds and non-payment of invoices, as provided in Paragraph 2, Compensation.

The Contractor certifies that any direct or indirect costs claimed pursuant to this PSA will not be allotted or included as a cost of any other Contractor operated program, project, contract, or activity. All requests for reimbursement will list actual expenditures and certify these expenditures as follows:

“I hereby certify that these expenditures are true and accurate expenditures of the referenced program and that the amount claimed has not been charged to any other Federal or State funded program.”

***(Signature of Authorized Representative
of the Contractor)***

(Date of Signature)

B. The Contractor shall clearly identify and distribute all costs incurred pertaining to this PSA by a methodology and cost allocation plan at times in a manner prescribed by or acceptable to the Agency’s cognizant funding source.

C. Payment of Taxes. The payment of applicable taxes for any money received under this PSA shall be the Contractor’s sole responsibility and should be reported under the Contractor’s Federal and State tax identification number(s).

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. 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.

E. The above actions in no way preclude the Agency from sending Notice as outlined in Paragraph 2, N, Compensation, and exercising its rights thereunder.

7. Reduction in Funding.

A. Reduction in funding procedures apply to the lowering of a Contractor's funding for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the PSA, or any applicable federal or state statutes or regulations.

B. Procedures for reduction in funding are set forth in Paragraph 2, N, O, P, and Q.

C. The Agency and the Contractor may reduce funding by mutual written amendment upon such terms and conditions as they may agree.

8. Termination.

A. Termination. This PSA may be terminated by either of the parties hereto for any reason upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this PSA, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the Notice of Termination, if the Agency is the terminating party, or the Contractor's sending of the Notice of Termination, if the Contractor is the terminating party; provided, however, that a Notice of Termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this PSA. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the Notice of Termination. Notwithstanding the foregoing, this PSA may be terminated immediately by the Agency upon giving written notice to the Contractor if the Contractor becomes: 1. unable to perform the services contracted for, as determined by the Agency and set forth in Paragraph 2; 2. or if, during the term of this PSA, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds; 3. or upon violation of the provisions of either Paragraph 42 or Paragraph 43 of this PSA; 4. or due to the Appropriations Paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS PSA.**

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of Notice of Termination of this PSA, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this PSA without written approval of the Agency; 2) comply with all directives issued by the Agency in the Notice of Termination as to the performance of work under this PSA; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this PSA. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as directed by the Agency. The Contractor shall be responsible for the cost of transferring and delivering, and/or storage of, all such property to the Agency.

C. Termination for Withdrawal of Federal Approval. In the event that federal approvals are withdrawn for this PSA, the Contract Manager will issue an immediate notice to the Contractor stating the termination date and work stoppage arrangements. The Contractor will be paid only for services rendered through the date of termination.

D. Termination Due to Insufficient Funds. In the event payment or reimbursement to the Agency from the State of New Mexico or federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity and quality of services hereunder, the Contract Manager will issue notice to the Contractor stating the termination date and work stoppage arrangements or modifying the scope of work as necessary. The Contractor will be paid solely for services rendered through the date of termination.

E. Termination and/or Decertification Work Stoppage Arrangements.

- 1) When the Agency has delivered to the Contractor a written Notice of Termination, or if the PSA has been terminated by mutual amendment of the PSA, the Agency, in addition to other rights, may require the Contractor to provide an inventory and/or to deliver, and/or make readily available to the Agency within thirty (30) days, property in which the Agency has a financial interest and any and all data, inventions or property specifically produced, acquired or contracted for under this PSA or using funds from this PSA. Any amendment or Notice of Termination shall incorporate necessary transition arrangements. Such arrangements will include a notice to the Contractor that states as follows: “the Contractor shall provide the Agency with an up-to-date and complete inventory of all assets, real or personal, that have been purchased, acquired or to which contractual obligation have been entered using funds from this PSA or expectation of continued funding under this PSA.”
- 2) The Agency shall retain ownership of all work products and documentation created under this PSA and approved by the Agency as of the termination date.
- 3) The Agency shall pay the Contractor all amounts due for service through the effective date of such termination or expiration. The Agency shall not be obligated to pay any costs arising out of termination.
- 4) As of the termination date the Contractor shall:
 - a. Incur no further financial obligations for materials, services, or facilities under this PSA, without prior written approval of the Agency.
 - b. Terminate all purchase (procurement) orders and subcontracts and stop all work to the extent specified in the notice of termination, except as the Agency may direct for orderly completion of termination.
 - c. Take such reasonable actions and those the Agency may direct, for protection and preservation of all property and all records related to and required by this PSA.
 - d. Settle all outstanding liabilities and all claims arising out of such termination.
 - e. Make necessary arrangements for delivery to the Agency’s representative copies of all program and fiscal records then in the possession of the Contractor and all property and equipment purchased from TANF funds.

9. Appropriations.

The terms of this PSA are contingent upon the New Mexico Legislature, the federal Agency, or the United States Congress making sufficient appropriations, authorizations, or approvals. If the Legislature, the federal Agency, or the United States Congress does not make sufficient appropriations, authorizations, or approvals this PSA shall be subject to termination or amendment. Such election will be effected by the Agency sending written notice to the Contractor. The Agency's decision as to whether sufficient appropriations, authorizations, or approvals exist shall be accepted by the Contractor and shall be final and binding. To the extent legislation, congressional action, or federal approvals impact the amount of appropriation available for performance under this PSA, the Agency shall in its discretion have the right to amend the SOW and compensation paragraphs of this PSA.

10. Status of Contractor.

A. 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 PSA. 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.

B. The Contractor shall not render service under this PSA, nor shall reimbursement from the Agency to the Contractor be forthcoming, prior to certification of the participant's eligibility with the exception of applicant initial assessment(s) as described in the Scope of Work.

11. Assignment.

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

12. Disputes.

A. Any dispute concerning termination of the PSA between the Agency and the Contractor shall be reported in writing by the complaining party to the Director of the Agency Income Support Division (ISD) within thirty (30) days of the activity or incident giving rise to the dispute and shall be decided upon by the Secretary of the Agency or a designee.

B. The Secretary, or a designee, will review the issues presented after requesting all necessary evidence or testimony from both parties and providing a hearing on the issues, if determined to be necessary. The hearing is informal and neither state nor federal rules of evidence apply. If appropriate, the Secretary or designee may seek information or testimony from other persons or entities. The Secretary will issue a determination in writing within forty-five (45) days of notice of the dispute, which will conclude the administrative process available to the parties.

C. Pending decision by the Secretary, both parties shall proceed diligently with performance of the PSA, in accordance with the PSA.

D. Any concern of the performance of a sub-contractor, or any dispute and subsequent resolution of a dispute between the Contractor and a sub-contractor is the responsibility of the Contractor.

13. Subcontracting.

A. The Contractor may sub-contract, subject to the requirements of the New Mexico Procurement Code, Section 13-1-28 through 13-1-199 NMSA 1978, any portion of the services to be performed under this PSA with the prior written approval of the Agency.

B. For any sub-contracts approved by the Agency, the Contractor shall remain solely responsible for performance by any sub-contractor under such sub-contract(s).

C. The Contractor is solely responsible for fulfillment of the PSA with the Agency. The Agency will make payments only to the Contractor.

D. The Contractor shall place, in all sub-contracts, a requirement that no double billing for services to TANF/NMW, or SNAP E&T participants will be made and a requirement that upon the effective date of the sub-contract, all prior sub-contracts between the sub-contractor(s) and the Contractor shall be terminated. The Contractor shall place in all sub-contracts a requirement that there be no lapse in services to TANF/NMW, or SNAP E&T participants.

E. The Contractor shall make every effort to use existing entities from local communities as sub-contractor(s) to deliver services pursuant to this PSA and SOW.

F. The Contractor shall monitor the sub-contractor(s)' performance through, but not limited to:

- 1) Management evaluations and follow up visits to the sub-contractor(s);
- 2) Fiscal reviews;
- 3) Invoices;
- 4) Reports, including supporting documents and other pertinent records;
- 5) Status of corrective action requirement(s); and
- 6) The participation rates as required under PRWORA and the SOW, to determine whether the sub-contractor(s) is meeting its performance obligations.

G. The Contractor shall conduct program and fiscal reviews of each sub-contractor at a minimum of once per year per worksite, and submit the findings to the Agency within ten (10) days of completing the program and fiscal reports. The Contractor must also submit any corrective action measures to the Agency. The Contractor will notify the Agency of the review schedule.

H. Should the Contractor sub-contract with an entity that has received TANF Maintenance of Effort (MOE) monies from the Agency or the New Mexico Legislature, the Contractor will ensure that said entity spends its TANF MOE funds before requesting monies pursuant to the sub-contract.

I. The Agency may undertake or award other PSAs for work related to the tasks described in this document or any portion therein. The Contractor shall fully cooperate with such other Contractor(s) and the Agency in all such cases.

J. The Contractor shall have in place, prior to execution of contract, signed contracts with sub-contractor(s). The Contractor shall submit to the Agency copies of the sub-contracts no later than 30 days after execution of contract. Absence of such signed contracts may result in funding reductions or termination of all or part of this PSA.

K. The Contractor is exclusively authorized to contract with any governmental Agency and/or political subdivision for purposes of providing services for participants.

14. Release.

Final payment of the amounts due under this PSA 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 PSA.

15. Intellectual Property.

A. The Agency and the Contractor acknowledge that performance of this PSA may result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, and ideas. The parties agree that the same shall belong solely and exclusively in the public domain.

B. All materials, work papers, meeting notes, program documents, training manuals or materials produced by the Contractor shall be the property of the Agency. The original and one copy of all such documents shall be indexed and bound and delivered to the Contract Manager upon request and at the conclusion or termination of the PSA.

C. The Contractor represents that all materials produced under this PSA will be of original development by the Contractor, and will be specifically developed for the fulfillment of this PSA and will not infringe upon or violate any patent, copyright, trade secret or other property right of any third party.

D. In the event the Contractor shall elect to use or incorporate in the materials to be produced any components of a system process or training program already existing, the Contractor shall first notify the Agency, who after investigation may direct the Contractor not to incorporate such components. If the Agency shall not object, and after the Contractor obtains written consent of the party owning the same, and furnishing a copy to the Agency, the Contractor may incorporate such components. The Contractor assures that such incorporation will not infringe upon or violate any patent, copyright, trade secret, or other property right of any third party.

16. Applicable Law.

A. The laws of the State of New Mexico shall govern this PSA. All legal proceedings arising from unresolved disputes under this PSA shall be brought before the First Judicial District Court of Santa Fe County.

B. Each party agrees that it shall perform its obligations under this PSA in accordance with all applicable federal and state laws, rules, and regulations now or hereafter in effect.

C. If any provision of this PSA is determined to be invalid, unenforceable, illegal or void, the remaining provisions of the PSA shall not be affected thereby, providing the remainder of the requirements under the PSA are capable of performance by the Contractor, and the remaining provisions shall be binding upon the parties to this PSA, and shall be enforceable, as though said invalid, unenforceable, illegal, or void provision were not contained in this PSA.

D. Federal Requirements. The Contractor shall comply with the laws, rules, and regulations governing the TANF/NMW and the SNAP E&T programs. State and Federal laws and regulations that support the funding for this grant may mandate requirements not listed in this PSA. When such requirements are mandated, the PSA will be amended to comply with the requirements. All amendments to this PSA will be made pursuant to Paragraph 24 of this PSA. The Contractor shall comply, where applicable, with the Fair Labor Standards Act, the Workers' Compensation Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act.

17. Confidentiality.

A. Any confidential information, as defined in state or federal law, code, rules or regulations or otherwise applicable by the Code of Ethics, regarding the Contractor's participants shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency or participant, or as required by a Court of Law.

B. The Contractor represents that it will retain all information belonging to the Agency, and will neither use nor disclose it to anyone without the explicit written permission of the Agency, and that each and every employee of the Contractor handling confidential information will execute and provide to the Agency a Statement of Confidentiality, in the format approved by the Agency. The Contractor recognizes that irreparable harm can be occasioned to the Agency and its participants by disclosure of information relating to the Agency's business and, accordingly, the Agency may refuse or enjoin such disclosure, and the Contractor will be solely responsible for any violations.

C. The Contractor shall promptly

- 1) Notify the Agency of any unauthorized possession, use, knowledge, or attempted possession or use, of the Agency's data files or other confidential information; and
- 2) Promptly furnish the Agency full details of the unauthorized possession, use, knowledge or attempted possession or use, of the Agency's data files or other confidential information and assist with the investigation or prevention of the recurrence thereof.

18. Participant Information.

A. The Contractor shall furnish the Agency with individual participant information, to the extent, manner, and timing prescribed by the Agency.

B. The use or disclosure by any party of any information concerning a participant for any purpose not directly connected with the administration of the Agency's or the Contractor's responsibilities with respect to purchased services hereunder is prohibited, except upon written consent of the participant, his attorney or his responsible parent or guardian, or as required by a court of law.

19. Grievances.

A. The Contractor shall establish and maintain a system, acceptable to the Agency, through which a participant may present grievances regarding the operation of the Contractor's services program as the operation pertains to and affects the participant and the participant's right to a Hearing. The Contractor will advise the participant of these rights and of the review of the Contractor's denial, exclusion from, or termination of services. The Contractor shall provide the Agency with a copy of the grievance procedure upon execution of this PSA. Procedures for grievances shall include complaints that relate to Program operation, Displacement, Discrimination, Limited English Proficient (LEP) services, Rude Treatment, and Fair Labor Standard Act (FLSA) violations.

B. The Agency, through the Contract Manager, shall within thirty (30) days after receipt, deem the procedure acceptable unless the Contractor is required to modify the grievance procedure. In such case, the Contractor must make the appropriate modifications and have in place a satisfactory grievance procedure approved by the Agency within thirty (30) days after the Agency requests the modifications.

C. The Agency will notify the Contractor of MANDATORY representation at NMW Program related fair hearings conducted by the Agency, including the date, time and place of the hearing. The Contractor shall prepare any necessary documentation requested by the Agency in preparation for the fair hearing and provide such information to the Agency by the timelines established by the Contract Manager. The Contractor shall be prepared to give testimony as needed. The hearing of all Work Program related participant grievances, if made known to the Contractor, are to follow procedures established by the Agency.

20. Contractor Personnel.

A. Replacement of significant Contractor's personnel such as the Executive Director, the Fiscal Officer or the TANF Program Coordinator shall be with personnel of equal ability, experience and qualifications. Any changes in the above specified positions shall be submitted to the Agency for review and approval within thirty (30) days. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments

B. The Contractor warrants and represents that all employees to be assigned to the performance of this PSA shall be assigned in accordance with the staffing plan in the Contractor's proposal.

C. The Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

21. Constitution of Board.

The Contractor shall submit with their funding application, a current list of all board members showing the length of time each member has served on the board and in what capacity.

22. Property.

A. All property, with a purchase price of \$100 or more, acquired in whole or in part under this contract, must be approved by the Agency prior to purchase. All equipment and other property, provided or reimbursed to the Contractor by the Agency, is the property of the Agency and will be turned over to either the Agency as appropriate at the time of termination or expiration of this PSA. As to such property, the Contractor shall provide a detailed itemized inventory, including serial numbers, of all property and equipment with a purchase price of \$100.00 or more acquired with TANF/NMW or SNAP E&T funds within thirty days of receipt of said property and equipment. The title to all equipment purchased with TANF/NMW, or SNAP E&T funds vests in the Agency immediately upon purchase

B. The Contractor shall maintain a current property inventory record and shall establish and administer, in accordance with sound business practices, a program for the maintenance, repair, protection and preservation of the Agency property so as to assure its full availability and usefulness for the performance of this PSA.

C. The Agency property shall, unless otherwise provided herein or approved in writing by the Agency, be used only for the performance of this PSA.

D. In the event that the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damages to the Agency property, the Contractor shall use the proceeds to repair, renovate, or replace the Agency property involved or shall credit such proceeds against the cost of the work, or shall otherwise reimburse the Agency as directed by the Agency.

23. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the PSA. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

24. Amendment.

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

25. Merger.

This PSA incorporates all the PSAs, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, PSAs and understandings have been merged into this written PSA. No prior PSA or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this PSA.

26. Penalties for violation of law.

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

27. 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 PSA. If Contractor is found not to be in compliance with these requirements during the life of this PSA, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Licensing.

The Contractor shall comply with all state and federal licensing standards, all applicable accrediting standards, and any other standards or criteria established or ordered by the Agency to assure quality of services. All applicable certification must be explicitly stated. In the event of suspension or revocation of such licensing or accrediting standards, the Contractor must advise the Agency, in writing, within ten (10) days of the suspension or revocation

29. 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 PSA may be terminated by the Agency.

30. Bonding.

The Contractor shall obtain and maintain at all times during the term of this PSA a blanket Fidelity Bond covering the activities of the Contractor in an amount of at least 25% of the total dollar amount of this contract budget incorporated herein. It is suggested that the Contractor obtain a bond that covers 25% of the total Agency budget/funding. The Contractor shall furnish the Agency with a copy of the Bond certificate within thirty (30) days of the effective date of this PSA.

The Contractor shall notify the Agency in writing of any change in the Contractor's Bond status within ten (10) days of such change.

31. Insurance.

A. The Contractor shall obtain within thirty (30) days of the effective date of this PSA and maintain at all times during the term of this PSA a liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. This policy shall include the area(s) covered by this PSA, with adequate liability insurance coverage provided for herein of at least \$100,000 for damage to or destruction of property arising out of a single occurrence;

\$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The Contractor shall furnish the Agency with written evidence of such insurance coverage within thirty (30) days of the effective date of this PSA.

B. The Contractor shall secure within thirty (30) days of the effective date of this PSA and will notify the Agency in writing of adequate fire and extended hazard insurance on all property in the custody of the Contractor which is furnished or owned by the Agency or in which the Agency has a financial interest.

C. The Contractor shall make every effort to obtain and maintain comprehensive Board Liability insurance issued by an insurance company licensed to do business in the State of New Mexico. The Contractor shall furnish the Agency with evidence of such coverage upon demand.

32. Records and Financial Audit.

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the PSA's term and effect and retain them for a period of seven (7) years from the date of final payment under this PSA. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this PSA shall not foreclose the right of the Agency to recover excessive or illegal payments

B. The Agency shall determine whether to contract for an independent financial and functional audit to be conducted of the Contractor by an auditor licensed in the State of New Mexico or accept a single audit from the Contractor. The Contractor shall insure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive proposal process. The Contractor shall enter into a written PSA with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by the Agency. The annual audit of the contract shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the PSA in accordance with procedures promulgated by OMB Circulars or by Federal program officials for the conduct and report of such audits.

C. The Contractor shall have an audit performed for every twelve-month period of the Contractor's fiscal year of this PSA. The audit report shall be completed and delivered to the Agency no later than six (6) months after the end of the audited twelve (12) month period or in accordance with the audit schedule of the Contractor's cognizant funding source if that source is other than the Agency. The Contractor must provide the Agency with a letter stating that election and which the Agency is the Contractor's cognizant funding source, and attach documentation verifying that the Agency's requirements for completion and submission of the single audit. However, regardless of the cognizant funding source requirements, the Contractor must provide an audit for each twelve-month period of the contract. The Contractor may request an extension to the deadline for submission of the audit report in writing to the Agency for good cause and the Agency reserves the right to approve or reject any such request. The Agency retains the right to contract for an independent financial and functional audit for funds and operations under this PSA at the Agency's expense if it determines that such an audit is warranted or desired.

D. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall provide the Agency with four (4) originals of the audit report. The Agency will retain two (2) and one (1) will be sent to the Agency/Office of Inspector General and The Agency/Administrative Services Division.

E. Within thirty (30) days thereafter, or as otherwise determined by the Agency in writing, the Contractor shall provide the Agency with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the Agency has the right to reduce funding, terminate this PSA, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

F. This audit shall contain a report of financial expenditures by category for each program to facilitate ease of reconciliation by the Agency. This audit shall also include a review of personnel records and a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to OMB Circular A-122 and OMB Circular A-133.

G. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB A-133.

H. The Contractor shall solicit proposals at a minimum every four (4) years and shall retain an auditor for no longer than four (4) consecutive years.

33. Project Reporting.

A. The Contractor shall maintain program records required under this PSA including but not limited to, individual eligibility determinations, service plans and narrative and statistical data at times, and to the extent requested by the Agency. All such records shall be retained for a period of seven (7) years. The Contractor shall take all steps to safeguard and warrant the maintenance of program records as required in OMB circulars or in federal/state regulations or statutes.

B. The Contractor agrees that a program monitoring review including meetings with consumers, review of service records and plans, financial records, personnel records, salary schedules, job descriptions and meetings with any staff directly or indirectly involved in the provision of services hereunder, may be conducted at any reasonable time by the Agency, the State of New Mexico and the federal government. The Agency will issue a written report within 30 (thirty) days of its monitoring review.

C. The Contractor shall assure free and unrestricted access to program documents, program operation and policy making activities and all meetings pertaining to the program to authorized officials of the Agency and the federal government (i.e., the Agency's liaison, contract services staff and audit staff) to insure compliance with the terms and conditions of this PSA.

34. 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 PSA, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this PSA. 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 PSA is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

35. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws, rules, regulations and executive orders of the Governor of the State of New Mexico and the President of the United States pertaining to equal opportunity. In accordance with all such laws, rules, regulations, and executive orders, the Contractor agrees to ensure that no person in the United States shall be excluded on the grounds of Limited English Proficiency (LEP), race, color, national origin, sex, sexual preference, age, handicap or religion from employment with, participation in, be denied the benefit of, or otherwise be subjected to discrimination under any program or activity performed under this PSA. If the Agency finds that the Contractor is not in compliance with this requirement at any time during the term of this PSA, the Agency reserves the right to terminate this PSA or take such other steps deemed appropriate to correct said deficiency.

36. Publicity.

The Contractor shall coordinate all public relations initiatives directly with the Public Information Officer for the Agency or at such other location as the Agency may designate.

37. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this PSA, 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 programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price PSAs without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price PSA) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

38. Invalid Term or Condition.

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

39. Enforcement of PSA.

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

40. Notices.

Any notice required to be given to either party by this PSA shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:

Nicole Taylor
Acting Bureau Chief, Work & Family Support Bureau
Income Support Division, HSD
2009 S. Pacheco Street
Santa Fe, NM 87505
Phone: (505) 827-7227
Fax: (505) 827-7259
E-mail: Nicole.Taylor1@state.nm.us

To the Contractor: [insert name, address and email].

41. Authority.

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

42. Debarment and Suspension and Other Responsibility Matters.

A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this PSA the Contractor certifies by signing this PSA, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal

department or agency; (2) have not, within a three-year period preceding the effective date of this PSA, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this subparagraph A; (4) have not, within a three-year period preceding the effective date of this PSA, had one or more public PSAs or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in subparagraph A, above, is a material representation of fact upon which the Agency relied when this PSA was entered into by the parties. The Contractor shall provide immediate written notice to the Agency's Contract Administrator if, at any time during the term of this PSA, the Contractor learns that its certification in subparagraph A, above, was erroneous on the effective date of this PSA or has become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor's certification in subparagraph A, above, was erroneous on the effective date of this PSA or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the PSA.

C. As required by statute, regulation or requirement of this contract, and as contained in subparagraph A, above, Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

43. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93 or Subparts B and C of 7 C.F.R. Part 3018, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this PSA, certifies to the best of its knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative PSA, and the extension, continuation,

renewal, amendment or modification of any Federal contract, grant, loan, or cooperative PSA; and

- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative PSAs) and that all subrecipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this PSA is made and entered into. Submission of this certification is a prerequisite for making and entering into this PSA imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this PSA. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the Agency, termination of the PSA.

44. Employee Pay Equity Reporting

The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this PSA, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If the Contractor has 250 or more employees the Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, the Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should the Contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, the Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. The Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. The Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size

requirement for reporting, the Contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. The Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. The Contractor acknowledges that this subcontractor requirement applies even though the Contractor itself may not meet the size requirement for reporting and be required to report itself. Notwithstanding the foregoing, if this PSA was procured pursuant to a solicitation, and if the Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this PSA.

45. Drug Free Workplace

A. *Definitions.* As used in this paragraph—
“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812, and as further defined in regulation at 21 CFR §§ 1308.11 - 1308.15.
“Conviction” means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph B.(1);
- (4) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this contract, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify HSD Program Manager in writing within 10 days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under B.(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of B.(1) through B.(6) of this paragraph.

C. The Contractor, if an individual, agrees by entering into this PSA not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to HSD, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this PSA and subject the Contractor to suspension of payments under the PSA and/or termination of the PSA in accordance with paragraph 4, above.

46. Findings and Sanctions

A. The Contractor agrees to be subject to the findings and sanctions assessed as a result of HSD audits, federal audits, and disallowances of the services provided pursuant to this PSA and the administration thereof.

B. The Contractor will make repayment of any funds expended by HSD subject to the jurisdiction and authority of which an auditor finds were expended, or to which one of both of the federal funding agencies, United States Department of Health and Human Services

(DHHS) takes exception and requests reimbursement through a disallowance or deferral is based upon the acts or omissions of the Contractor which violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the NM Legislature.

C. If HSD becomes aware of circumstances that might jeopardize continued federal funding, the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

IN WITNESS WHEREOF, the parties have executed this PSA as of the date of signature by the DFA Contracts Review Bureau below.

By: _____ Date: _____
Agency

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

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: **00-000000-00-0**

By: _____ Date: _____
Taxation and Revenue Department

This PSA has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

APPENDIX D

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Furthermore, the state Department or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract 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.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to federal, 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.

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

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who 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 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:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

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 E

New Mexico Employees Health Coverage Form

1. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror 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, Offeror must agree 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.
2. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
3. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://insurenemexico.state.nm.us/>.
4. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

Signature of Offeror: _____ Date _____

APPENDIX F

Works Program Tracking Data Elements

DEMOGRAPHICS

Social Security Number
Case ID
First Name
Last Name
Months on TANF
Residence Address
Mailing Address
Phone Number
Cell Number
Education Level
Marital Status
Date Of Birth
Gender
Ethnicity
Primary Language
Secondary Language
US Citizen
Head of Household
One parent or two parent household
Dependents
Dependents Social Security Number
Dependent Birth Date
Geo/Admin
Worker Number
ABAWD
Status
Food Stamps
Home Visits
Wages
Initial Assessment/Orientation

ACTIVITIES

Employment
On the Job Training
Work Experience
Community Service
Job Search/Job Readiness
Vocational Training
Education
Child Care
Job Skills Related to Employment
Education Related to Employment
Secondary Education

SCREENINGS

Learning Disabilities
Depression
FHU Experience
Substance Abuse
Domestic Violence
Children with Special Needs

REFERRALS

Food Stamps
Housing
Energy
No Appropriate Clothing
Transportation
Parenting and Teen Pregnancy Prevention
Disability/Rehabilitation
Financial Management
Substance Abuse
Domestic Violence
Mental Health
Lack of HS Diploma
Problematic Work History
Child with School Problems
Child in Juvenile Detention
Chronic Medical Condition
Lack of Skills (Hard and Soft)
Literacy Issues
ESL
Debt
Family Substance Abuse
Family Mental Health
Child with Special Needs
Legal History/Criminal Background
Pregnancy (Includes Teen Pregnancy)
Family Health, Disability
Child Care Other

CLIENT NARRATIVE

WORK PARTICIPATION

TIMESHEETS

COMPREHENSIVE ASSESSMENTS

INDIVIDUAL RESPONSIBILITY

JOB RETENTION

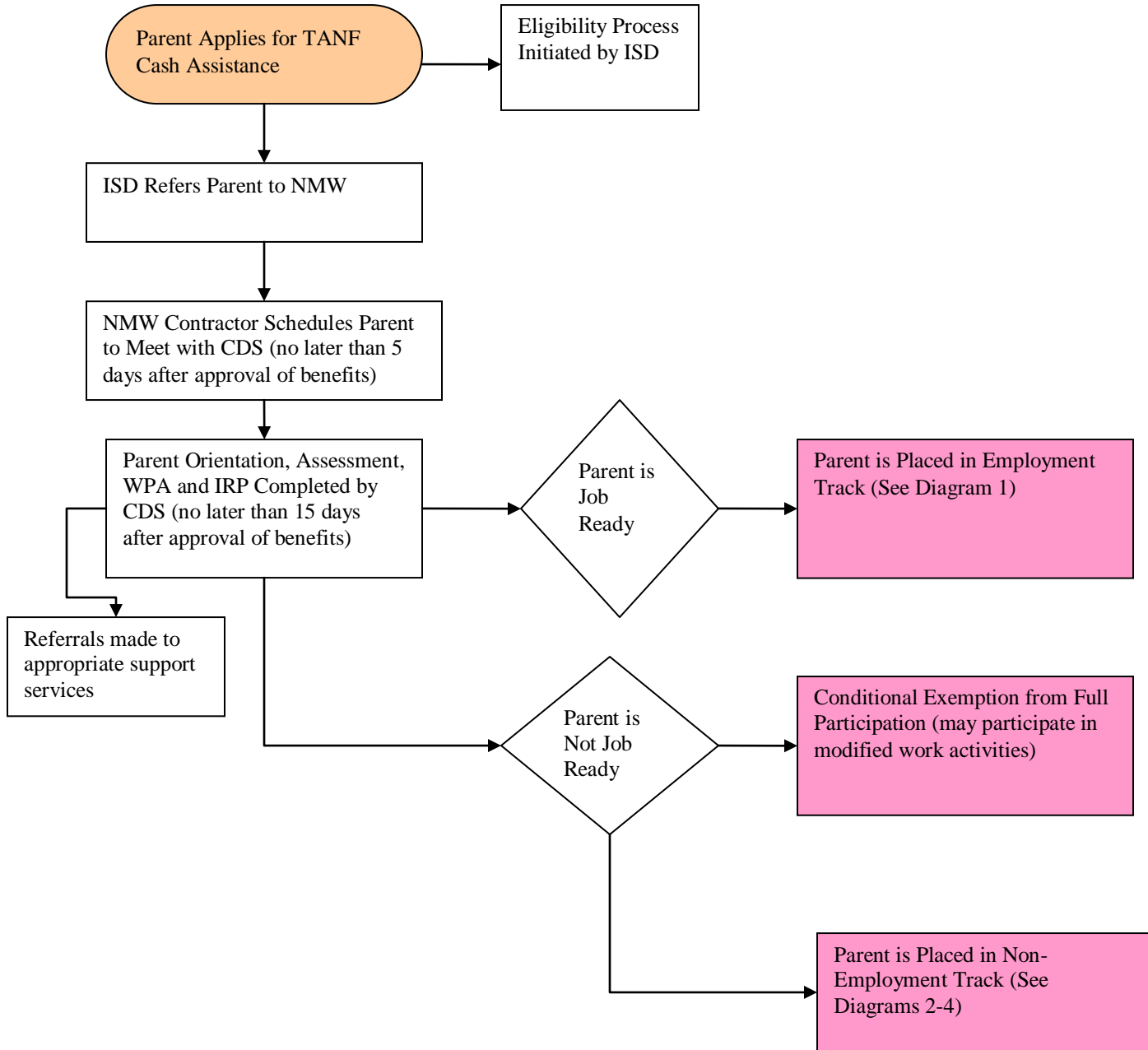
NOTIFICATIONS/REMINDERS

CLIENT GOALS

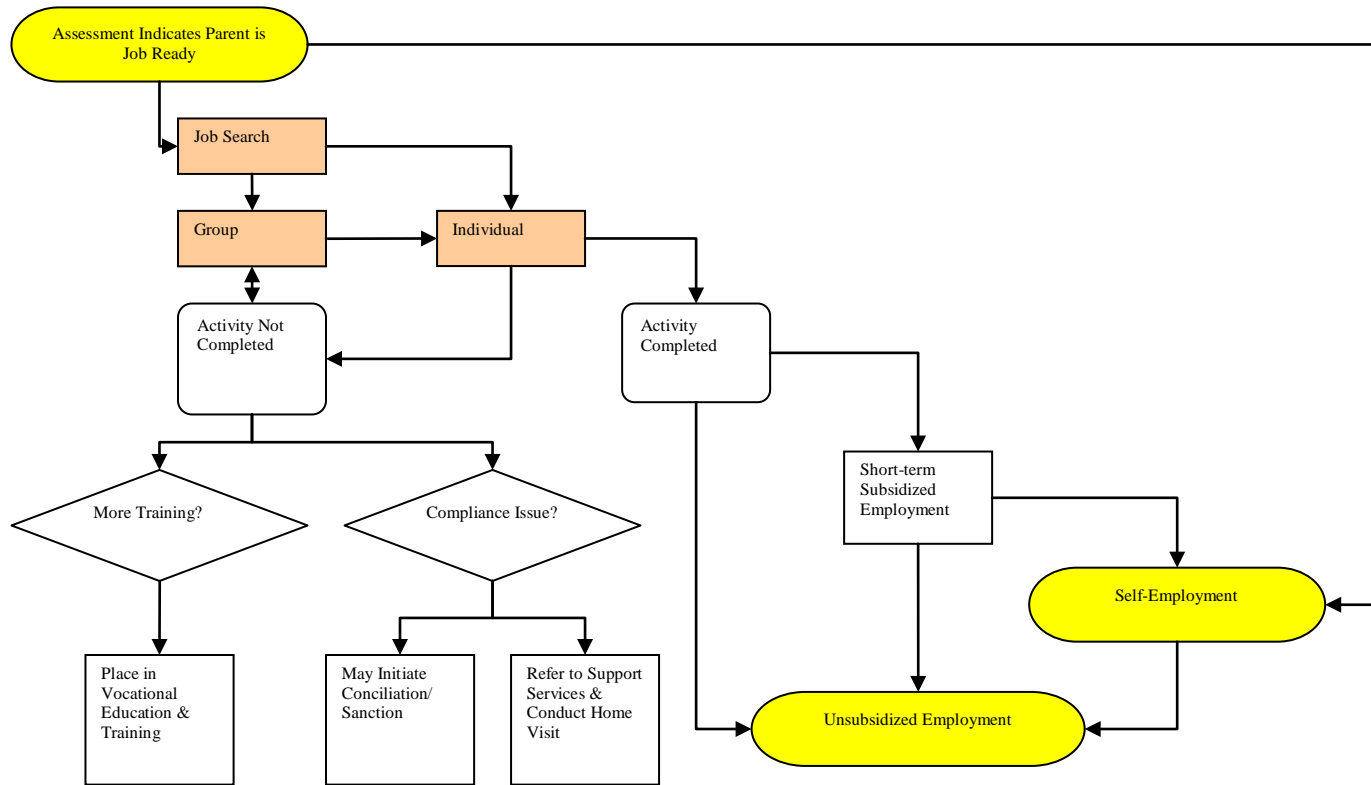
APPENDIX G

WORKFLOW DIAGRAMS (1-6)

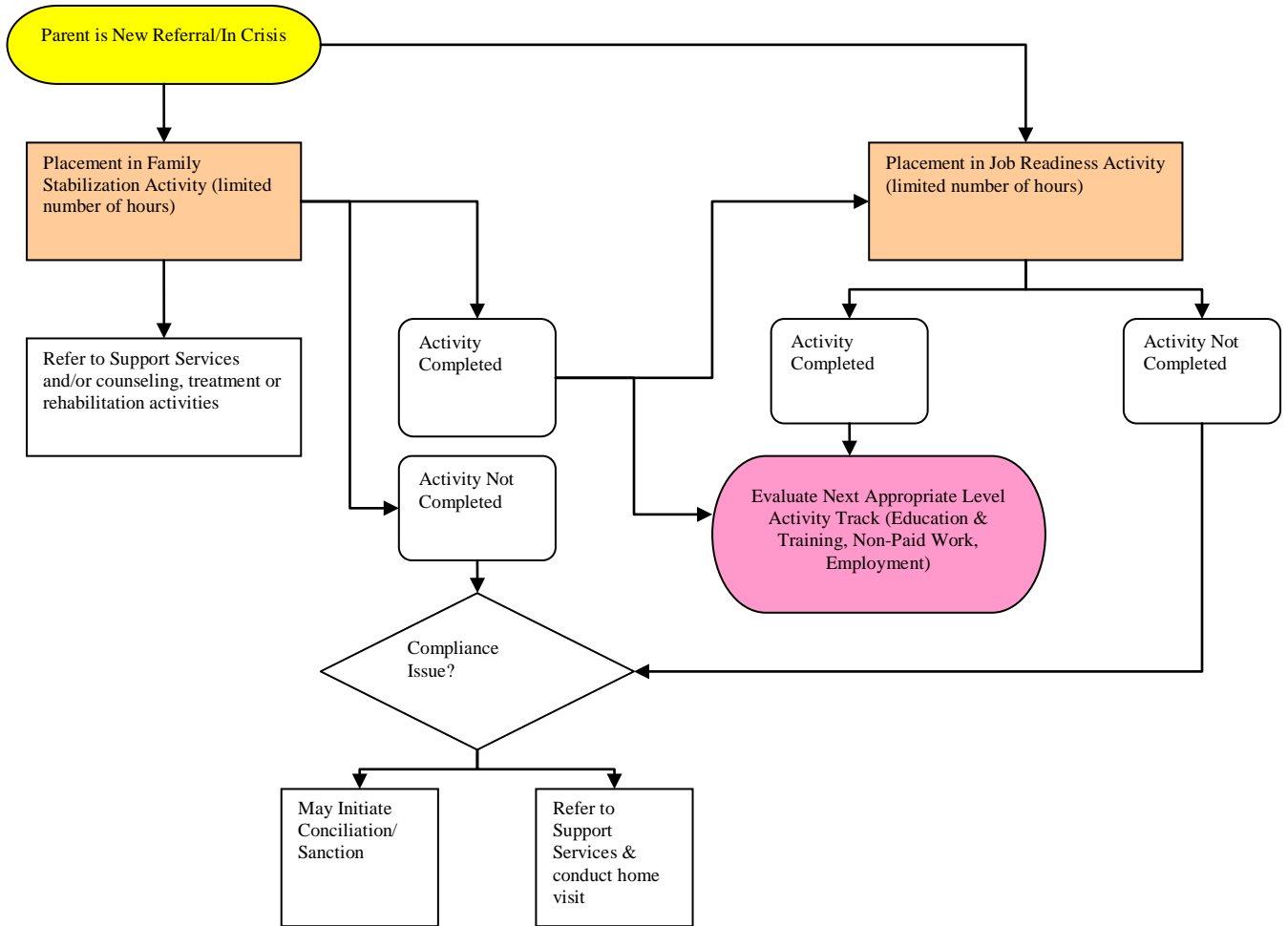
**NEW MEXICO WORKS
OVERVIEW OF WORKFLOW DIAGRAM 1**



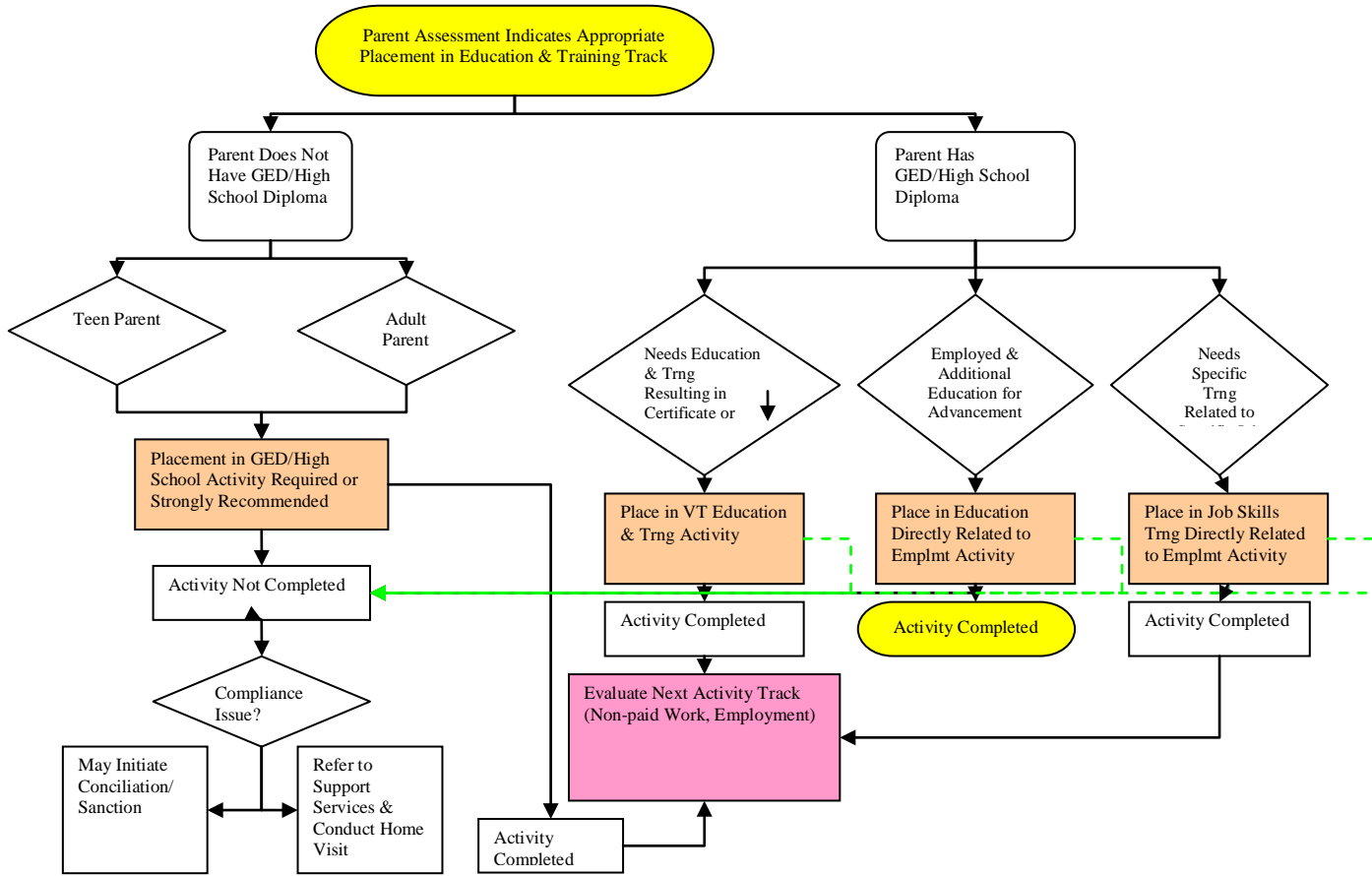
**NEW MEXICO WORKS
WORKFLOW DIAGRAM 2 (Employment Track)**



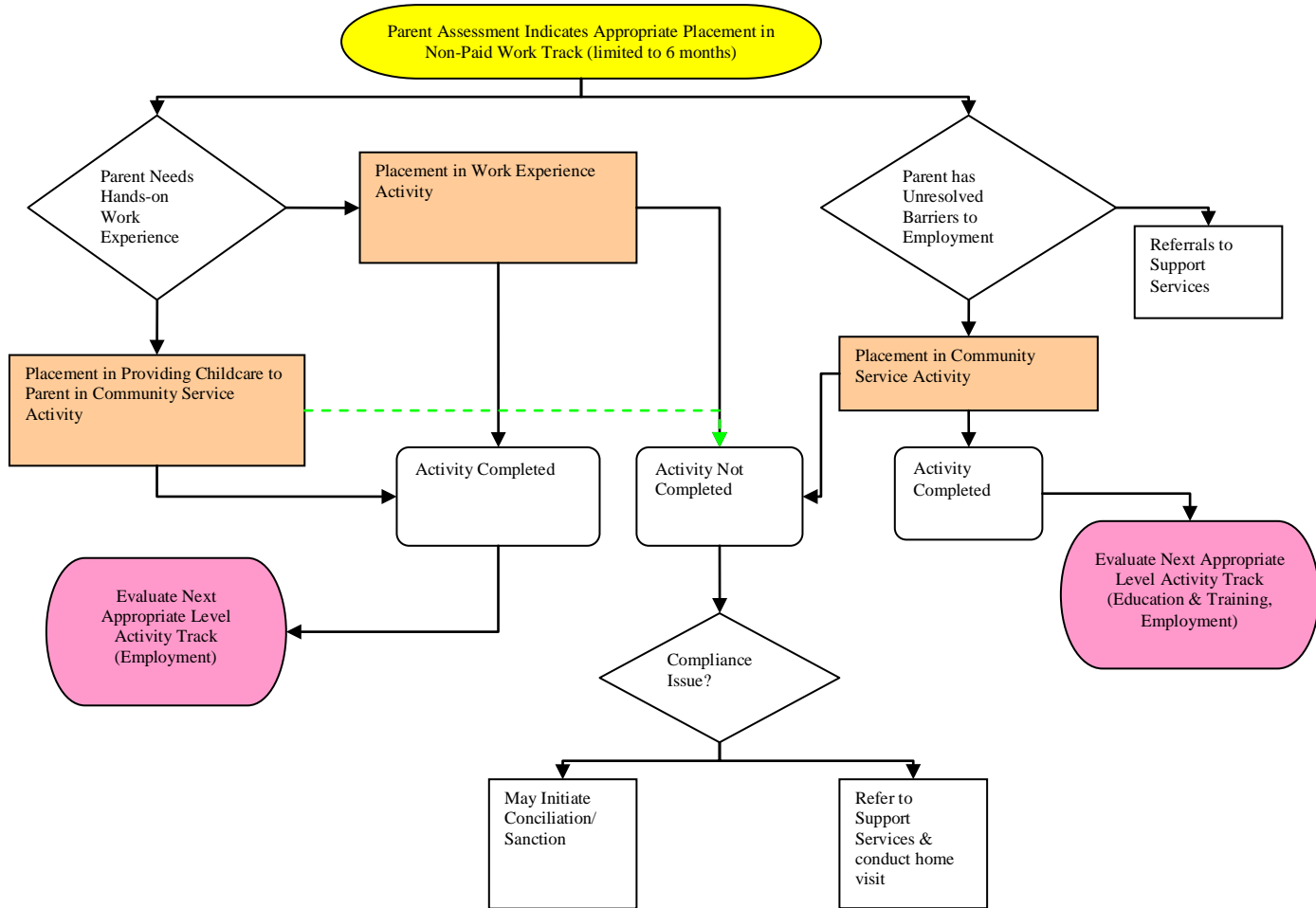
**NEW MEXICO WORKS
WORKFLOW DIAGRAM 3 (Family Stabilization/Job Readiness Track)**



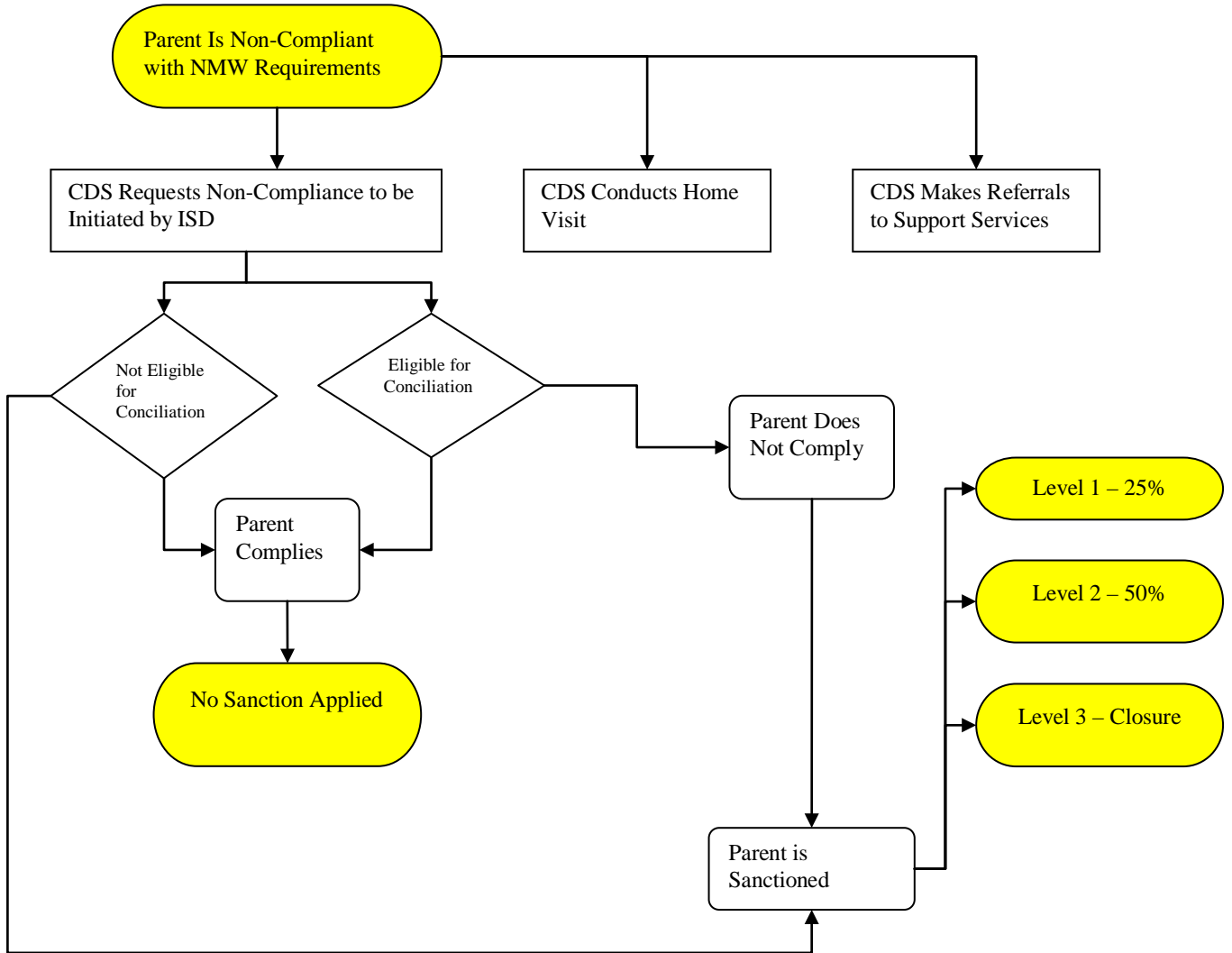
NEW MEXICO WORKS WORKFLOW DIAGRAM 4 (Education & Training Track)



NEW MEXICO WORKS WORKFLOW DIAGRAM 5 (Non-Paid Work Activity Track)



**NEW MEXICO WORKS
WORKFLOW DIAGRAM 6 (Conciliation/Sanction)**



Appendix H

OFFEROR RESPONSE TO TECHNICAL SPECIFICATIONS

Enter offeror's organization name at the bottom of each page.

ITEM	SPECIFICATION	MANDATORY	RESPONSE	
			YES	NO
A1	Obtain HSD approval and meet HSD standards for any co-located network equipment	Yes		
A2	Service provider must use Attachmate MyExtra!, QWS3270, or Mochasoft TN3270, or other equivalent emulation software for connectivity to the HSD mainframe.	Yes		
A3	The service provider must provide documentation of its oversight process that ensures that they limit access to HSD client data	Yes		
A4	The service provider must provide documentation that assures that any access, tasks, or other work performed by its staff will be performed consistent with HSD security standards	Yes		
A5	If client access to the Internet is required for job search purposes on computers which are co-located in HSD field offices, service provider must provide computer(s) connected to a separate HSD internal network for job search activities.	Yes		
A6	Service provider will only be provided access to the HSD database upon submission of required HSD and/or NM DoIT Security Access documents	Yes		
A7	Service provider's works program computers will be managed by HSD for Anti-Virus and security and shall run continuously in monitor mode.	Yes		
A8	The selected service provider will cooperate with HSD security staff in the event it is discovered that any employee of service provider enters falsified data into HSD data systems, or breaches HSD security policies	Yes		

ITEM	SPECIFICATION	MANDATORY	RESPONSE	
			YES	NO
B1	The service provider must provide documentation that assures that any access, tasks, or other work performed remotely by its staff will be performed consistent with HSD security standards	Yes		
B2	Service provider will only be provided access to the system upon submission of required HSD and/or NM DoIT Security Access documents.	Yes		
C1	Service provider must provide a plan documenting their backup procedures to assure data is protected through daily backups of any client data related to this contract.	Yes		
C2	For approval by Agency, the service provider must provide a security plan that defines responsibilities, as well as provide a resume of the individual tasked to ensure security of the system and data.	No		
C3	Service provider must provide Agency a Disaster Recovery and Business Continuity plan to assure service continuity to HSD Clients.	Yes		
C4	Hardware purchased by service provider will be compatible with specifications for current computer systems used by HSD.	No		
C5	Service provider will document and maintain an inventory list of procured workstations and servers to include model, serial numbers, and other information as requested by HSD.	Yes		
C6	Service Provider will use reasonable care in maintaining purchased equipment to include, but not be limited to, physical and electronic service requirements.	No		
C7	At the end of the contract, or upon termination, the service provider will deliver, in good condition, all IT equipment purchased under this project	Yes		