

STATE OF NEW MEXICO

**HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (PSC) is made and entered into by and between the State of New Mexico, **Human Department**, hereinafter referred to as "HSD", and **Catholic Charities of Central New Mexico**, hereinafter referred to as the "Contractor".

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall provide employment related services for Cuban and Haitian entrants under the Refugee Resettlement Program as detailed in Exhibit A, Scope of Work, and incorporated herein by reference.

B. Performance Measures

Contractor shall substantially perform the Performance Measures identified in Exhibit A. In the event that the Contractor fails to obtain the results described in Exhibit A, HSD may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise HSD of specific steps that it will take to achieve these results and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent HSD from exercising its rights pursuant to Paragraph 4 below.

2. Compensation.

A. The total amount payable to the Contractor under this PSC shall not exceed two hundred seven thousand five hundred dollars (\$207,500). This amount is a maximum and not a guarantee that the work assigned to Contractor under this PSC, to be performed, shall equal the amount stated herein.

B. Payments to the Contractor shall be made monthly, upon satisfactory completion of the work as determined by HSD, and upon receipt from the Contractor of certified and documented invoices detailing the work performed.

C. Monthly invoices submitted by the contractor to the Department must be received by HSD no later than fifteen (15) calendar days after the end of each month, with the exception of the month ending June 30, 2010 for which invoices must be received no later than **July 10, 2010. Invoices received after that date will NOT be paid.**

D. Within fifteen (15) days after the date that HSD receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, HSD shall issue a written certification of complete or partial

acceptance or rejection of the services or items of tangible personal property. If HSD finds that the services or items of tangible personal property are not acceptable, HSD shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to remedial action. Upon certification by HSD that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5% per month.

3. **Term.**

THIS PSC SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA and shall terminate on **June 30, 2010** unless terminated pursuant to paragraph 4, *infra*, or paragraph 5. 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. **Termination.**

A. **Termination.** This PSC may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this PSC, HSD's sole liability upon such termination shall be to pay for acceptable work performed prior to the HSD's receipt of the notice of termination, if HSD 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 PSC. 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 PSC may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by HSD or if, during the term of this PSC, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds 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 PSC.**

B **Termination Management.** Immediately upon receipt by either HSD or the Contractor of notice of termination of this PSC, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this PSC without written approval of the Department; 2) comply with all directives issued by HSD in the

notice of termination as to the performance of work under this PSC; and 3) take such action as HSD shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this PSC. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of HSD upon termination and shall be submitted to HSD as soon as practicable.

5. Appropriations.

The terms of this PSC are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this PSC. If sufficient appropriations and authorization are not made by the Legislature, this PSC shall terminate immediately upon written notice being given by the Agency to the Contractor. HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If HSD proposes an amendment to the PSC to unilaterally reduce funding, the Contractor shall have the option to terminate the PSC or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Department 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 PSC. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this PSC without the prior written approval of the Department.

9. Release.

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

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this PSC shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

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

All materials developed or acquired by the Contractor under this PSC shall become the property of the State of New Mexico and shall be delivered to HSD no later than the termination date of this PSC. Nothing developed or produced, in whole or in part, by the Contractor under this PSC shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

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

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 PSC. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. **Amendment.**

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

14. **Merger.**

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

15. **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.

16. **Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this PSC, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this PSC, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this PSC.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the PSC's term and effect and retain them for a period of five (5) years from the date of final payment under this PSC. The records shall be subject to inspection by HSD, the Department of Finance and Administration, and the State Auditor. HSD shall have the right to audit billings both before and after payment. Payment under this PSC shall not foreclose the right of the Department to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless HSD 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 PSC, 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 PSC. 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 PSC 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.

21. Invalid Term or Condition.

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

22. Enforcement of PSC.

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

23. Notices.

Any notice required to be given to either party by this PSC 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 HSD: Cathy Sisneros, Bureau Chief
Work and Family Support Bureau
Income Support Division
Human Services Department
P.O. Box 2348
Santa Fe, New Mexico 87504-2348
(505) 827-7287

To the Contractor: James Gannon, Executive Director
Catholic Charities
6001 Marble, N.E.
Albuquerque, NM 87110
(505) 254-2623

24. Authority.

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

25. Debarment and Suspension

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 PSC the Contractor certifies by signing this PSC,

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 PSC, 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 Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements 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 Paragraph A, above, is a material representation of fact upon which the HSD relied when this PSC was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this PSC. As such at all times during the performance of this PSC, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this PSC for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to HSD's Contract Administrator if, at any time during the term of this PSC, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this PSC or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to HSD, HSD may terminate the PSC.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, Contractor shall require each proposed first-tier sub-contractor 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 sub-contractor, 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 HSD when it requests sub-contractor approval from the HSD. If the sub-contractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the sub-contractor.

26. 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 PSC, to:

(1) 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 no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) 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 no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) 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 no later than July 1, 2010 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://insurenwemexico.state.nm.us/>.

D. 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); Contractor agrees 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, depending on the dollar value threshold in effect at that time.

27. 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, are hereby incorporated by reference in subparagraph 27(B) of this certification.

B. The Contractor, by executing this PSC, 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 agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; 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 agreements) and that all subrecipients shall certify and disclose accordingly.

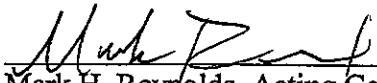
D. This certification is a material representation of fact upon which reliance is placed when this PSC is made and entered into. Submission of this certification is a prerequisite for making and entering into this PSC imposed under 31 U.S.C. § 1352. Any person who makes an expenditure prohibited by § 1352 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

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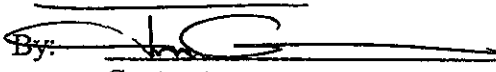
IN WITNESS WHEREOF, the parties have executed this PSC as of the date of signature by the DFA Contracts Review Bureau below.

By: 
Pamela S. Hyde, J.D., Secretary
Human Services Department

Date: 11/18/09

By: 
Mark H. Reynolds, Acting General Counsel
Human Services Department

Date: 11/16/09

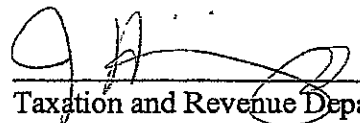
By: 
Contractor

Date: 11/10/09

TAXATION AND REVENUE DEPARTMENT

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: 01-504261-00-8

By: 
Taxation and Revenue Department

Date: 11/23/09

DEPARTMENT OF FINANCE AND ADMINISTRATION

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

By: 
DFA Contracts Review Bureau

Date: 12.11.09

EXHIBIT A

**SCOPE OF WORK
Catholic Charities Refugee Social Services Program
FY-10**

- A. Services to be provided:
1. Employment services,
 2. Employability assessment services,
 3. On-the-job training,
 4. English language instruction,
 5. Vocational training;
 6. Skills re-certification,
 7. Transportation;
 8. Translation and Interpreter services,
 9. Case Management, information, referral and outreach service, and
 - 10 Social adjustment services.
- B. Service Priorities. The employment services and corresponding support services to the refugee population, including asylees and Cuban/Haitian entrants, shall be provided according to the following priorities:
1. Newly arrived refugees, asylees and Cuban/Haitian entrants during their first year in the United States,
 2. Refugees, asylees and Cuban/Haitian entrants receiving cash assistance and medical assistance,
 3. Refugees, asylees and Cuban/Haitian entrants who are unemployed or employed in less than full-time equivalent of the federal minimum wage who have resided in the United States for less than 60 months, and
 4. All other refugees, asylees and Cuban/Haitian entrants from the time of their arrival through the 60th month of residency in the United States.
- C. Responsibilities Of the Contractor.
1. The Contractor must provide the HSD with a Service Plan by October 1, 2009 that contains the required quantifiable, measurable information which includes but is not limited to the following:
 - a. Identification of the services to be provided and the methodology to be used,
 - b. Projected time-frames for the provision of services from the initial start-up at the application intake, client attendance or participation in services, completion of services, and actual employment;
 - c. Proposed outcomes (results and benefits), and
 - d. The budgeted costs associated with the direct provision of services.
 2. The Contractor must provide the HSD with a Trimester Program Progress Report on December 31, 2009, February 10, 2010 and June 10, 2010 that includes but is not limited to the following:

- a. Description of services provided,
 - b. Record of the clients receiving services,
 - c. Information regarding the results of the services provided including the number of employments, the hourly rate of pay and the length of employment retention, and
 - d. The costs associated with the direct provision of services.
3. The Contractor shall comply with all federal and state laws, regulations and requirements and subsequent directives issued by the Office of Refugee Resettlement (ORR) to the HSD that are subsequently issued by the HSD to the Contractor. Federal mandates imposed on HSD shall apply to the Contractor.
 4. The Contractor shall comply with the Federal mandates regarding the provision of services and service priorities as set forth in 45 CFR 400.1-400.300.
 5. The Contractor shall develop and maintain a coherent "Family Self-Sufficiency Plan" (FSSP) for each eligible family that addresses the family's needs from time of arrival until attainment of economic independence. The Contractor shall also develop an "Individual Employability Plan" (IEP) for every employable member of the family that receives services funded under this PSC in accordance with 45 CFR 400.79 and 400.156(g).

These plans must:

- a. Be maintained in the client file for federal and state monitoring evaluations,
 - b. Provide an assessment of each client including English and literacy skills, barriers to employment, work history and personal goals,
 - c. Document an Employability Development Plan (EDP) for each job development client to include client characteristics, support services to remove barriers to employment, a job development plan, services provided and client outcomes, and
 - d. Define a definite employment goal, attainable in the shortest time period and consistent with the employability of the refugee in relation to available job openings in the area.
6. The Contractor shall provide short and long-term career counseling to each client, to include resume building and advisement about occupational training opportunities.
 7. In accordance with 45 CFR 400.156(a); the Contractor shall provide English language instruction to the fullest extent feasible outside normal working hours in order to avoid interference with refugee employment.
 8. Services funded under this PSC must be refugee-specific services that are designed specifically to meet refugee needs and are in keeping with the rules and objectives of the refugee program. The exception to this requirement is that vocational or job skills training, on-the-job training, or English language training need not be refugee-specific.
 9. Services funded under this PSC must be provided to the maximum extent feasible in a manner that is culturally and linguistically compatible with a refugee's language and cultural background.

10. The Contractor shall comply with and abide by federal and state requirements regarding the provision and maintenance of such financial, programmatic and operational records as are necessary for federal and state monitoring of the Refugee Resettlement program; including but not limited to documentation of services and assistance provided, including identification of individuals receiving those services.
11. The Contractor, as a condition for payment, shall complete required reports (delineated on the ORR website) by the designated federal and state reporting deadlines. Refugee Resettlement Program (RRP) funding awarded under this PSC is contingent upon the timely submittal of required reports; federal ORR and State HSD approvals of required reports; and the submittal of accurate, acceptable and complete information on all required reports. In accordance with federal requirements, failure to submit timely reports, and/or failure to provide the required accurate, acceptable and complete information requested can result in the delay, suspension and/or termination of federal Refugee Resettlement Program (RRP) funds.

D. Specific Activity Requirements

1. The Contractor must make a minimum of 15 documented employer contacts per month to identify and solicit jobs.
2. The Contractor must certify to the Income Support Division of HSD that clients receiving cash assistance are following their EDP and continuing to meet the requirements for cash assistance eligibility.
3. The Contractor must provide job-readiness training for refugees. Such training shall include:
 - a. Assessing clients for appropriate opportunities;
 - b. Providing job coaching, employment mediation and follow-up services;
 - c. Accompany clients, if appropriate, on their first days of employment to assist in:
 - i Learning the route to work and use of public transportation;
 - ii Initial introductions;
 - iii Filling out necessary forms;
 - iv Defining employer/employee roles and responsibilities; and
 - v Providing necessary language translation and other job information.
 - d. Provide translation and interpreter services when necessary in connection with employment or participation in an employment service, and refer 100% of all clients receiving these services to ESL classes;
 - e. Provide employment counseling to clients and employers after job placement.

Counseling will include:

- i Staff assessment of the status of placed clients on a 30-60-90 day schedule;
 - ii Mediation of significant problems at work between employer and employee; and
 - iii Intensive follow-up during first week of employment.
- f. Provide job follow-up services toward upgrading the employment of under employed refugees;

g. Refer clients to small business initiative training programs such as WESST CORP, New Mexico Community Development Loan Fund, and ACCION;

h. Provide transportation services or assist refugees in meeting transportation needs;

i. Facilitate refugees' use of existing social service programs to reduce barriers to employment, including:

i Assessing refugees in regard to the need for human services, focusing on impediments to successful job placement and performance;

ii Identifying, as part of each participant's individualized plan, needed support services to reduce barriers to employment;

iii Providing case management services to ensure client access to needed support services, including:

(1) Facilitating childcare arrangements, including before and after school care, through locally available programs;

(2) Providing social services directly to clients or referral to an appropriate agency for services;

(3) Providing language appropriate mental health referrals to refugee participants in the employment program as needed; to include referrals to and services by the Catholic Charities Counseling Department and referrals to area medical facilities;

(4) Documenting problems encountered by clients in accessing social services programs.

j. Participate in outreach and community education activities to the refugee communities, coordinate outreach with the Latin American Association for Development, the Vietnamese and other ethnic community organizations, Cuban/Haitian refugees, and conduct public relations about the Refugee Resettlement Program to the community at large;

k. Provide Refugee Social Services awareness training to and maintain open lines of communication with the DEPARTMENT'S Income Support Division field offices;

l. Maintain a management information system as requested by the DEPARTMENT and provide regular reports as required by the DEPARTMENT;

m. Refer clients for translation and validation of transcripts, certifications of completion, and professional licenses from foreign countries;

n. The Contractor must provide personal tutors in order to speed up the language learning process and help establish a network of support within the same professional field.