

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between, the State of New Mexico, Human Services Department, hereinafter referred to as the "Agency," and Vista Media hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Term, is hereby amended to read as follows:

3. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2010, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: *Kathryn Falls* Date: 10/23/09
Pamela S. Hyde, J.D. Secretary
Human Services Department

By: *Mark H. Reynolds* Date: 10/21/09
Mark H. Reynolds, Acting General Counsel
Human Services Department

By: *[Signature]* Date: 10-15-09
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: 02-298246-00-9

By: *Julie Reed* Date: 10/27/09
Taxation and Revenue Department

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

By: *Bill Mat* Date: 10-30-09
DFA Contracts Review Bureau

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between, the State of New Mexico, Human Services Department, hereinafter referred to as the "Agency," and Vista Media hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3, Term, is hereby amended to read as follows:

3. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on October 30, 2009, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract.

All other articles of this contract remain the same.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: *Kathryn Falls* Date: 6/29/09
for Pamela S. Hyde, J.D., Secretary
Human Services Department

By: *Paul Ritzma* Date: 6/24/09
Paul R. Ritzma, General Counsel
Human Services Department

By: *[Signature]* Date: 6/25/09
Vista Media, Contractor
PSC 08-630-9000-0070 A2

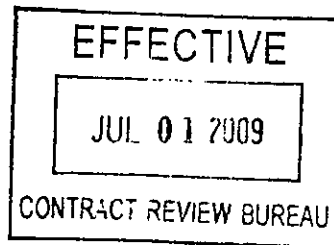
The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 02-298246-00-9

By: *Julie Arco* Date: 7/7/09
Taxation and Revenue Department

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

By: *B. L. [Signature]* Date: 7-13-09
DFA Contracts Review Bureau



**STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT AMENDMENT No. 1**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Human Services Department, hereinafter referred to as the "Agency," and Vista Media, hereinafter referred to as the "Contractor.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 3 – Term is hereby amended to read as follows:

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on **June 30, 2009**, unless terminated pursuant to paragraph 4 or paragraph 5 of the Contract. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall not exceed four years.

All other articles of this contract remain the same.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below or a specified date whichever is later.

By: Kathy Fuller Date: 9/30/08
Pamela S. Hyde, JD, Secretary

By: Paul Ritzma Date: 9/30/08
Paul R. Ritzma, Office of General Counsel

By: [Signature] Date: 9/29/08
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: **02-298246-009**

By: [Signature] Date: 9/30/08
Taxation and Revenue Department

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

By: [Signature] Date: 10-20-08
DFA Contracts Review Bureau

STATE OF NEW MEXICO

**HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT #08-630-9000-0070**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Human Services Department, hereinafter referred to as (the "Agency") and Vista Media, 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.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

Performance Measures, default by Contractor – Contractor shall substantially perform the Performance measures set forth in Exhibit A. In the event that the Contractor fails to obtain the results described in Exhibit 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 4 below.

2. Compensation.

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed forty-six thousand two hundred three dollars and forty cents (\$46,203.40). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed upon deliverables of Pre-Production, Production, Post-Production, and Duplication of project based on the Scope of Work and Contractor Bid. Such compensation not to exceed forty-three thousand two hundred thirty-one dollars and twenty-five cents (\$43,231.25) (as set forth in Paragraph A) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling two thousand nine hundred seventy-two dollars and fifteen cents (\$2,972.15) shall be paid by the Agency to the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth 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. All invoices MUST BE received by the Agency no later

than fifteen (15) calendar days after the end of each month, with the exception of the month ending June 30, 2008, for which invoices must be received no later than July 10, 2008. Invoices received after these dates WILL NOT BE PAID.

C. 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.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on September 30, 2008, 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 Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, 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 Agreement. 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 Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, 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 AGREEMENT.**

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement 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 Agreement; 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 Agreement. 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 soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. **Confidentiality.**

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

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

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

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

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

13. **Amendment.**

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

14. **Merger.**

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

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

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

19. **Records 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 Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or

subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. 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 agreement, 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://insurenemexico.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.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Notices.

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

To the Contractor: Wayne Johnson
Vista Media
10415 Lagrima De Oro Road, NE
Albuquerque, New Mexico 87111
(505)889-0001

25. Authority.

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

26. Debarment and Suspension and Other Responsibility Matters.

- A. Pursuant to 45 C.F.R. Part 76, the Contractor certifies by signing this Agreement, 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 Agreement, 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 Article 25.1; (4) have not, within a three-year period preceding the effective date of this Agreement, 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 Article 25.A is a material representation of fact upon which the Agency relied when this Agreement 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 Agreement, the Contractor learns that its certification in Article 25.A was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances. If it is later determined that the Contractor's certification in Article 25.A was erroneous on the effective date of this Agreement 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 Agreement.
- C. As required by 45 C.F.R. Part 76, the 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 pursuant to Article 8. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal department or agency, the Agency may refuse to approve the use of the subcontractor.

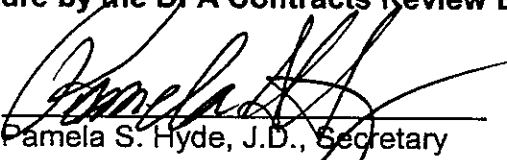
27. **Lobbying.**


No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or 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 in connection

with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person 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 in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The remainder of this page has been intentionally left blank.

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

By:  Date: 4/3/08
Pamela S. Hyde, J.D., Secretary

By:  Date: 3/31/08
Paul R. Ritzma, Office of General Counsel

By:  Date: 3-27-08
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: 02-298246-009

By:  Date: 4/7/08
Taxation and Revenue Department

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

By:  Date: 4-28-08
DFA Contracts Review Bureau

EXHIBIT A **Scope of Work**

The Contractor shall:

Purpose: Produce an informational video in DVD and VHS format. These products will assist HSD clients participating in the Temporary Assistance for Needy Families (TANF) program. The videos will be produced in both English and Spanish and include music. The DVD will have four parts: part #1 and part #2 of the DVD will be approximately 10 minutes each and part #3 and part #4 will be 10-15 minutes long. The users will be able to select which part of the video to view by way of a menu presented at the start of the program. There will be two VHS format products, both will have the same content as the DVD except only part #1 and part #2 will be dubbed on half of the total quantity of VHS tapes and part #3 and part #4 will be dubbed onto the other half of the quantity of VHS tapes.

Video Part # 1 – General TANF – English - The first part of the video would introduce new TANF clients to the program. It would explain the:

- Basic eligibility requirements
- Steps in the application process
- What happens after a client is approved including communicating with caseworkers and recertifying benefits
- Available services
- Reporting, and
- Rights and responsibilities

Video Part # 2 – General TANF – Spanish
Details same as Video Part #1

Video Part # 3 – NM Works Program - The second video would detail requirements for those clients who are work mandatory. This video needs to define the NM Works Program and its work requirements. It would also include specific regional information for each region of the state, which would require a separate set of information specific to each of the 11 subgroups. The video would include details of the following:

- Definition of work activity, number of hours per week
- Job placement opportunities
- Job search opportunities
- On the job training
- Other non-pay work activities
- Support Services available statewide
- How to report changes and bi-weekly attendance
- Sanctions
- Other types of benefits –Education Works, etc.
- Individual Career Development Specialist

Menu selection for viewer to choose from a list of counties to get region specific support service provider. Selection of county will lead viewer up to five full screen graphics with voice over.

Video Part # 4 – General TANF – Spanish
Details same as Video Part #3

Scripts: The NM HSD will work with the video production company to develop the scripts for the two videos in both English and Spanish.

On-Camera and Voice Talent: An on-camera and voice talent for both videos will be hired by the production company. This individual will be bilingual to voice both the English and Spanish products. The

NM HSD will work with the video production company to hire an on-camera talent for the project.

Timeline: The NM HSD would like to begin on this project as early as possible in March 2008 with a completed project date no later than June 30, 2008.

Copies: Copies of the videos would need to be available for both clients and HSD offices across the state. A breakdown of types of copies needed and the number are below.

DVD – four parts (menu driven) English and Spanish

	DVD format	Beta SP
Field offices	80	0
Contractor #1 NMSU	10	0
Contractor #2 EAWDB	10	0
Contractor #3 CSW	10	0
Trainers	8	0
Clients	9,000	0
Clients – re-order in year 2	2,000	0
Central Office	15	2

VHS Video #1 General TANF (English and Spanish)

	VHS format	Beta SP
Field offices	40	0
Contractor #1 NMSU	4	0
Contractor #2 EAWDB	5	0
Contractor #3 CSW	2	0
Trainers	4	0
Clients	0	0
Clients – re-order in year 2	0	0
Central Office	5	2

Video #2 New Mexico Works (English and Spanish)

	VHS format	DVD format	Beta SP
Field offices	10		0
Contractor #1 NMSU	4		4 area specific
Contractor #2 EAWDB	5		5 area specific
Contractor #3 CSW	2		2 area specific
Trainers	4		0
Clients	0		0
Clients – re-order in year 2	0		0
Central Office	5		2

Relationship to Strategic Plan:

The TANF block grant is administered by the U.S. Department of Health and Human Services. The NM HSD is the recipient of the TANF federal funds for cash assistance, work programs and work support for needy families. The federal Deficit Reduction Act (DRA) of 2005 reauthorized TANF and introduced new requirements on states including stricter work program outcomes.

The 4 goals of TANF are:

1. Provide assistance to needy families;

2. End dependence of needy parents by promoting job preparation, work, and marriage;
3. Reduce out-of-wedlock pregnancies; and
4. Encourage formation of two-parent families.

Further the services described in the Scope of Work align with the Department's mission to assist New Mexicans by planning, leading and coordinating an integrated network of public and private support, specifically: To reduce the impact of poverty on people served by providing service 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.

Goals and Values

Our goals reflect our commitment to providing the best service possible to our clients through three core values: Access, quality and accountability.

Access

The Department strives for access to support and services for New Mexicans to move toward self-sufficiency in life.

Quality

The Department commits to quality by providing services in a respectful manner and services that produce results.

Accountability

The Department engages in accountability to all of our customers (clients, employees, the public, and taxpayers) through monitoring, careful explanations and correct decisions.

Together, these values represent our fundamental goals, expectations and vision for the programs we administer.