

JOINT POWERS AGREEMENT

*For the*

TITLE IV-E CLAIMING OF ADMINISTRATIVE COSTS FOR  
PARENT AND CHILD REPRESENTATION IN CHILD WELFARE PROCEEDINGS

*By and Between*

The New Mexico Children, Youth, and Families Department (CYFD)

*And*

The New Mexico Administrative Office of the Courts (AOC)

THIS AGREEMENT is between the State of New Mexico, Children, Youth and Families Department Protective Services Division (hereinafter "the AGENCY") and the ADMINISTRATIVE OFFICE OF THE COURTS (hereinafter the "CONTRACTOR") of the Judicial Branch.

**I. Purpose**

The purpose of this Agreement is to provide funds under Title IV-E of the Social Security Act to the CONTRACTOR at the Federal reimbursement rate of 50% for administrative costs necessary for the proper and efficient administration of the State's Title IV-E Plan.

**II. Recitals**

WHEREAS, the AGENCY is the designated Title IV-E agency and administers the State's Title IV-E Plan, therefore the AGENCY may reimburse the CONTRACTOR administrative costs for court appointed attorneys who provide legal representation to parents and children who are parties to abuse and neglect cases filed in the state of New Mexico, and for the costs of administering the CONTRACTOR's Court Appointed Attorney Program.

WHEREAS, CONTRACTOR administers the New Mexico Court Appointed Attorney Program, and contracts directly with attorneys providing representation to children and families in abuse and neglect cases.

WHEREAS, the AGENCY and the CONTRACTOR are empowered to enter into cooperative agreements pursuant to the Joint Powers Agreement Act, NMSA 1978, 11-1-1 to 11-1-7.

WHEREAS, administrative costs are allocated in the AGENCY's current Public Assistance Cost Allocation Plan.

**Now, therefore, the parties agree as follows:**

**III. The CONTRACTOR shall:**

A. For the purpose of this Agreement, certify that it is the party responsible for administering the Court Appointed Attorney Program and for contracting with attorneys providing legal representation to parents, guardians, custodians and children who are parties to abuse and neglect cases.

B. Ensure that contract attorneys provide quality independent legal representation for a child who is a foster care candidate or in foster care and his/her parent in preparation and participation in all stages of foster care legal proceedings.

C. Ensure that contract attorneys provide to client, in writing, notice of client's legal rights and the contract attorney's roles, responsibilities and expectations and notice of the grievance procedure for misconduct or failure to provide thorough and competent representation of the client.

D. Ensure that contract attorneys coordinate with other legal and/or professional providers currently assigned and/or working with the client (including, but not limited to, clinicians, education advocates, case managers or benefits attorney) who contribute to the attorney's ability to advocate for the goals of the client and empower the client to direct the representation and make informed decisions with the benefit of fully informed counsel.

E. Provide oversight and educational support to ensure quality representation in that, among other things: reasonable efforts are made to prevent removal and finalize the permanency plan; and parents and youth are engaged in the development of case plans.

F. Evaluate all contracted attorneys annually and provide feedback to ensure standards of practice are being followed.

G. Conduct a quarterly audit review of a minimum of 20 percent of the contract attorneys' files to include, but not limited to, proof of providing all clients notice of rights, notice of the grievance process, and a complaint form and report results to Agency.

H. Provide a three-day annual training through the Children's Law Institute to contracted attorneys in order to improve knowledge and trial skills regarding child welfare and client advocacy, and training for new contract attorneys.

#### **IV. Payment**

The total amount of the contract, including administrative costs and gross receipt tax, for FY20 shall not exceed **\$1,420,000.00**; for FY 21 shall not exceed **\$1,420,000.00**; and for FY 22 shall not exceed **\$1,420,000.00**. For total compensation of **\$4,260,000.00**.

A. The CONTRACTOR shall identify (1) the administrative costs that it incurs through its management of the Court Appointed Attorney Program, including the costs of CONTRACTOR staff attorney and management analyst, and (2) the costs of court appointed attorney services providing quality legal representation for parents, guardians, or custodians and children to the AGENCY upon completion of the legal services.

B. The CONTRACTOR shall submit quarterly invoices that include a detailed breakdown of the administrative and legal services costs incurred as well as a copy of invoicing submitted by CONTRACTOR's contracted attorneys.

C. Federal Financial Participation (FFP) will be paid to the CONTRACTOR by first applying the State's penetration rate to total cost of legal representation, then applying the federal reimbursement rate of 50 percent. The State's penetration rate is calculated by the AGENCY and will vary quarter by quarter. **For example:**

Total Cost of Legal Representation:	\$1,000,000.00
Multiplied by Quarterly Penetration Rate:	<u>x 0.49</u>
	<b>\$490,000.00</b>
Multiplied by Federal reimbursement rate:	<u>x 0.50</u>
FFP Reimbursed to the CONTRACTOR	<b>\$245,000.00</b>

D. The AGENCY will provide the current quarter's penetration rate to the CONTRACTOR one month after each ending quarter. For example:

Quarter 1 (Jul/Aug/Sept) – Penetration Rate provided no later than October 31st

Quarter 2 (Oct/Nov/Dec) – Penetration Rate provided no later than January 31st

Quarter 3 (Jan/Feb/Mar) – Penetration Rate provided no later than April 30th

Quarter 4 (Apr/May/Jun) – Penetration Rate provided no later than July 31st

E. Payments pursuant to this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funding. In the event that federal funding become unavailable, the AGENCY may terminate this agreement.

F. Funds from the Title IV-E Social Security Act are meant to supplement—add to, enhance, expand, increase or extend—the programs and services and shall only be offered contingent on the maintenance of legislative funding at the current level. Funds shall not be used to supplant legislative funding, in the event of supplantation, the AGENCY may terminate this agreement.

## V. Fiscal Accountability

A. The AGENCY and the CONTRACTOR shall maintain their own fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred between the parties pursuant to this agreement.

B. The AGENCY and the CONTRACTOR shall be accountable for all receipts, disbursements, and associated documentation related to this Agreement.

C. The CONTRACTOR understands and agrees that the AGENCY will only reimburse the CONTRACTOR Title IV-E funds for eligible Title IV-E expenditures at the reimbursement rate of 50 percent of total expenditures.

D. The CONTRACTOR agrees to maintain accounting records to support all costs claimed under this Agreement and to make them available for review and audit for a period of not less than three years.

**VI. Audits**

The AGENCY reserves the right to conduct program audit of services provided pursuant to this Agreement.

**VII. Amendments**

This Agreement shall not be altered, changed or amended without a written and agreed upon amendment. The CONTRACTOR and the AGENCY will agree to execute any changes to this Agreement by reviewing and signing off on the newly amended Agreement.

**VIII. Period of Agreement**

This agreement shall become effective upon final signature by the AGENCY and CONTRACTOR, and shall be reviewed and re-approved by the parties every three years thereafter.

**(Remainder of page intentionally left blank)**

**EXECUTION OF AGREEMENT**

**THE NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS (AOC)**

  
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Artie Pepin, Director

Date 11/7/2019

Reviewed and approved as to Legal Sufficiency:

  
\_\_\_\_\_

AOC General Counsel or Designee

Date 11-7-19

**CHILDREN, YOUTH AND FAMILIES DEPARTMENT (CYFD)**

  
\_\_\_\_\_

Brian Blalock, Cabinet Secretary or Designee

Date 11/20/19

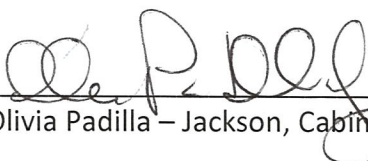
Reviewed and approved for Legal Sufficiency:

  
\_\_\_\_\_

CYFD General Counsel or Designee

Date 11-15-19

**APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION (DFA):**

  
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Olivia Padilla – Jackson, Cabinet Secretary

Date 10/11/19



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

## Children, Youth & Family Dept

P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

### Dispatched

Purchase Order 69000-0000067447	Date 12-20-2019	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Gonzales, Camille	Phone 505/827-4213	Currency USD

### Dispatch Via Print

**Supplier:** 0000000717

ADMIN OFFICE OF THE COURTS  
SUPREME COURT BLDG  
237 DON GASPAR ROOM 25  
SANTA FE NM 87501  
United States

**Ship To:** 221 W. LLANO  
ESTACADO  
CLOVIS NM 88101  
United States

**Bill To:** P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

**Origin:** EXE      **Excl/Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE TITLE IV-E FUNDS TO THE ADMINISTRATIVE OFFICE OF THE COURTS FOR ADMINISTRATIVE COSTS FOR PARENT AND CHILD REPRESENTATION IN CHILD WELFARE PROCEEDINGS.	1.00	EA	\$1,420,000.00	\$1,420,000.00	12/20/2019

69000-06700-5013004000-535300- -008720- - -120-D0000

Attention: Lujan, Erika V.

Contract ID: 20-690-5000-18871  
FF valid thru 06/30/20

Contract Line: 0      Release: 1      Category Line: 0

**Schedule Total**      \$1,420,000.00

**Item Total**      \$1,420,000.00

**Total PO Amount**      \$1,420,000.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**

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