

## The Purchasing Memo

**Date:** April 24, 2025

**To:** Governing Body, Finance Committee, and Quality of Life Committee

**From:** Christa Hernandez, Youth and Family Services Program Manager *Christa Hernandez*

**Via:** Henri Hammond-Paul, Community Health and Safety Director *HH-P*

**Subject:** CONNECT 211 Call Center and Navigation Services

**Vendor Name:** United Way of North Central New Mexico

**Munis Vendor Number:** 9112

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### ITEM AND ISSUE:

Community Health and Safety Department Request for Approval of Professional Services Contract with United Way of North Central New Mexico for the Purpose of Operating the CONNECT 211 Call Center and Providing Navigation Services In the Total Amount of \$320,000.00 Including NMGRT through June 30, 2029; (Christa Hernandez, Youth and Family Services Program Manager; [chernandez@santafenm.gov](mailto:chernandez@santafenm.gov))

### CONTRACT NUMBER:

The FY25 Munis contract number is 3250542.

### BACKGROUND AND SUMMARY:

The City of Santa Fe released Sole Source solicitation on January 17, 2025, to solicit proposals from organizations to operate the CONNECT 211 call center and to provide navigation services to individuals seeking services in Santa Fe via the CONNECT care coordination and navigation network.

CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all individuals in Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership for CONNECT, on November 10<sup>th</sup>, 2020, through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM.

The CONNECT 211 call center serves as the centralized communication center where individuals seeking assistance can call to request assistance in Santa Fe. When 211 is contacted, a bilingual navigator can provide requested information, or they can serve as a navigator and screen the individual for services and make appropriate referrals to more than 80 programs in Santa Fe.

CONNECT links people to services and resources via use of the city's identified closed loop referral management platform. More than 250 navigators are sending and responding to referrals across Santa Fe City and County. The

CONNECT 211 call center allows individuals who may not have access to a computer or the internet to access services and/or resources available in CONNECT.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

Fund Name/Number: **Community Services Administration**

Munis Org Name/Number: **1001001**

Munis Object Name/Number: **510310**

Budget Officer / Designee: Andy Hopkins Date: 04/25/2025

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was **NMSA 1978, Section 13-1-126, Sole Source**

Sole Source

Chief Procurement Officer (CPO) / Designee: [Signature] Date: 04/25/2025

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Procurement document: Sole Source Determination

Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Professional Services Contract



# City of Santa Fe, New Mexico



## SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form **must** be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

**Complete this form in its entirety!**

Date:  Prepared By:

Email:  Phone #:

Description of Goods/Service to be Procured (short title):

Vendor Name:

Address:

City:  State:  Zip Code:

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Services

\*Estimated Cost:  Term of Contract:

\*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:   
example: 12 MONTHS, 15 LICENSES, ETC.

Conversion: To Contract Org / Object:

**Place checkmarks to affirm you agree and have included these documents:**

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.



# City of Santa Fe, New Mexico



Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

- There is only one source for the required service, construction, or item of tangible personal property.
- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. Explain the purpose/need of purchase. Ensure to include a thorough **scope of work** for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).  
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The scope of work for this procurement:

Provide call center services using the abbreviated telephone code 2-1-1 to Santa Fe City and County residents who are seeking resources. Screenings will be completed, and navigation services will be provided to at least 320 individuals over the four-year term. For those individuals who do not wish to be navigated to services, information about local resources will be provided to them.

Receive donations from the general public and/or allocated funding from Santa Fe City or Santa Fe County to go towards the CONNECT Wellness Fund.

Distribute funds to purchase approved flex fund purchases highlighted in the most recently updated CONNECT Standards and Protocols in reference to MOA #23-0009.

Receive referrals via Unite Us from CONNECT navigators for flex fund purchase requests.

Track donations and issue payments for approved flex fund purchases.

Compile and submit monthly reports on distributed payments for approved flex fund purchases.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

Consistent, reliable, well-trained staff: Staff who man the lines will be trained to provide information and or make appropriate referrals, as requested. The quality of interactions and referrals is monitored, and feedback, coaching, guidance and training is provided.



# City of Santa Fe, New Mexico



Appropriate wait- and response-time: Calls will be regularly monitored for metrics such as wait time, call completion, average call time, etc. and referrals made to Unite Us, to determine whether improvement is needed.

An accurate and relevant database of services and contacts based on caller needs: Call and website volume and referral data will be reported correctly and monitored for accuracy. Staff will be given timely guidance and feedback to address issues or concerns.

- 3. Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

United Way of North Central New Mexico's 211 program provides a unique service in communities by serving as a call center which individuals can call to seek resources. Incoming calls are answered by a bilingual navigator who is able to provide information to local resources, or who is able to screen for needs and make appropriate referrals to local providers.

211 staff are trained on the Unite Us platform which is utilized to make/send referrals. Staff are also familiar with the resources provided in Santa Fe and the providers who offer these services.

211 also receives donations made to the text to donate line and issues payment to the CONNECT navigation network when requests for items are needed for individuals being served.

- 4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

United Way of North Central New Mexico's 211 program provides a unique service in Santa Fe County as it is the only vendor that is currently serving as a call center for the CONNECT navigation network. The text to donate line is also unique in that no other vendor is able to receive donations via text and disburse funds to individuals being served through CONNECT.



# City of Santa Fe, New Mexico



**Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

\_\_\_\_\_  
Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Jan 17, 2025

Department Approval by:

HENRI HAMMOND-PAUL (Jan 17, 2025 08:47 MST)

\_\_\_\_\_  
Henri Hammond- Paul, Community Health and Safety Department Director

Date: Jan 17, 2025

**Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.***

\_\_\_\_\_  
Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 02/25/2025



January 8, 2025

Ms. Christa Hernandez  
City of Santa Fe Youth and Family Services Program Manager  
P.O. Box 909  
Santa Fe, NM 87504-0909

Dear Christa:

United Way of North Central New Mexico proposes to continue operating the 211 Help Line in Santa Fe. 211 is an information and referral program connecting callers with human services. UWNCNM has a 41-year history providing this service. Usage increased tremendously in 2023 and 2024, reflecting both increased needs and efforts to inform the community about 211.

United Way is the sole provider of these services in nine counties of north central New Mexico, including Santa Fe. Our Community Navigators are certified in mental health first aid and Referral Certified by Inform USA. We maintain an accurate database of resources so callers receive up-to-date, relevant referrals. Navigators receive feedback on their performance and coaching on how to improve. Calls are monitored for quality control metrics such as wait time, call completion and average call time to determine whether improvement is needed.

211 Help Line Santa Fe County	2022	2023	2024	% increase
Calls answered	1,202	3,356	6,079	81%
Referrals	802	4,141	5,726	38%

Currently, one full-time, bilingual Community Navigator answers 211 calls for Santa Fe. We propose to increase that to two full-time positions to better respond to demand (one position funded through this contract at **\$72,000** salary and benefits). With increased capacity, we anticipate supporting a minimum of 80 clients annually through this contract. The 'text-to-donate' software which allows individuals to donate to the CONNECT Wellness Fund (added at the request of CONNECT) is **\$2,400** per year; funds raised support individuals being served through CONNECT. The balance of **\$5,600** in this contract will be directed towards United Way's administrative expenses to run the program. United Way will raise additional funds to cover marketing, equipment, training and data collection totaling \$99,650/year.

While not within the scope of this contract, we would like City Council to know that United Way of North Central New Mexico provides an additional service to 211 callers. Ride United provides free transportation to critical appointments. Residents without access to transportation can request a ride by calling 211 for needs related to health, food, housing, employment, education and legal services. In 2023-2024, Santa Fe residents received over 5,050 rides valued at \$85,128.

Thank you for your consideration.

Sincerely,

Valerie Ingram  
Chief Impact Officer








# UWNCNM\_SOLE\_SOURCE\_FORM\_V3\_2.9\_.24\_submitted

Final Audit Report

2025-01-17

Created:	2025-01-17
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5YxZeAZb5Hwr7WznaTUMurweOOIGub5d

## "UWNCNM\_SOLE\_SOURCE\_FORM\_V3\_2.9\_.24\_submitted" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2025-01-17 - 3:44:07 PM GMT- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature  
2025-01-17 - 3:45:16 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature  
2025-01-17 - 3:45:16 PM GMT
-  Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)  
2025-01-17 - 3:47:17 PM GMT- IP address: 104.47.65.254
-  Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)  
Signature Date: 2025-01-17 - 3:47:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2025-01-17 - 4:23:05 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-01-17 - 4:23:05 PM GMT

**MIERA, KRISTY A.**

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**From:** GSD.SPInfo@state.nm.us  
**Sent:** Monday, February 17, 2025 12:01 AM  
**To:** MIERA, KRISTY A.  
**Subject:** Sole Source #50-M0087-25-CP027 - 30 Days

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Your Sole Source #**50-M0087-25-CP027** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

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GSD/SPD State Purchasing Division

[GSD.SPInfo@state.nm.us](mailto:GSD.SPInfo@state.nm.us)

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

# UWNCNM\_SOLE\_SOURCE\_FORM\_V3\_2.9\_.24\_submitted (1)

Final Audit Report

2025-02-25

Created:	2025-02-19
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA AVF2xqNjxaswleCCpOF3aOhGVVXXmVnH3

## "UWNCNM\_SOLE\_SOURCE\_FORM\_V3\_2.9\_.24\_submitted (1)" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)  
2025-02-19 - 9:59:44 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature  
2025-02-19 - 10:01:13 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-02-21 - 6:14:18 PM GMT- IP address: 104.28.103.15
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
2025-02-24 - 0:20:44 AM GMT- IP address: 104.28.32.100
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)  
Signature Date: 2025-02-25 - 4:51:18 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2025-02-25 - 4:51:18 PM GMT

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **United Way of North Central New Mexico**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties (“Effective Date”).

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-126; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

**1. Scope of Work**

The Contractor shall provide the following services-for the City:

- A. The Contractor shall operate the CONNECT 211 call center and provide resources and/or navigation services to individuals who reside in the Santa Fe area. CONNECT is a network of navigators at clinics, city and county programs, and community organizations that link people to services and resources. Services shall include:
  1. Operate and provide 211 call center services for the Santa Fe area and provide navigation services or requested resources to individuals seeking services or resources. The CONNECT 211 navigator(s) should be experienced, bilingual (English and Spanish preferred), and engage in continued educational opportunities on a regular basis to increase the navigator(s) professional qualifications.
    - a. After hours and weekend calls will be addressed by United Way of North Central New Mexico’s automated Interactive Voice Response (IVR) system. Voicemails will be responded to by a live agent within 24 hours.
  2. Hire, train and supervise CONNECT 211 navigator(s) at 0.75 FTE (32 hours per week, including salary, benefits, taxes and fees) to respond to calls and provide requested resources. When applicable, CONNECT 211 navigator(s) will screen for social determinants of health and make appropriate referrals via the city’s designated care coordination system.
  3. Screen for demographics and social needs of individuals using categories and screening tool(s) required in the CONNECT Standards and Protocols.
  4. Assess social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.

5. Provide navigation to individuals seeking services related to the social determinants of health, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using required CONNECT Social Needs, Evaluation and COVID-19 screening tool(s), and the city's designated care coordination system
6. Develop a primary navigation plan with the individual or ensure a "warm hand off" to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, prevention care and treatment, chronic disease management and effective social and community referrals.
7. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand off. Referrals will be complete if a sustained relationship has been verified by the individual service providers and documented by the navigator(s).
8. Using the city's designated care coordination system, provide the City of Santa Fe Youth and Family Services Division with data on the social determinants of health, demographics, and emergency room and jail utilization of those who have received navigation services. Data should be submitted along with the invoice for reimbursement of navigation services.
9. Track and report on quarterly call volume. Reports on call metrics may be used to inform future staffing and hours for call center operations. Monthly reports should include:
  - a. Total number of calls received
  - b. Total number of inbound calls
  - c. Total number of outbound calls
  - d. Total number of voicemails left
  - e. Busiest days of the week
  - f. Busiest times per day
  - g. Total number of referrals
  - h. Count of referrals to resources
10. Provide resource data base, hardware, telephony and internet capabilities.
11. Using the city's designated care coordination system, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of those served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other CONNECT partner agencies and the City of Santa Fe Youth and Family Services Division.
12. Using Share New Mexico, post the Contractor's community education, outreach and training events on a community calendar, and register and update organization information as needed.
13. Assure that all navigator(s) who provide services under this Agreement receive training on the Health Insurance Portability and Accountability Act of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and adhere to all HIPAA requirements and policies.
14. Assure navigator(s) participate in all required facilitated training(s) offered by the City of Santa Fe Youth and Family Services Division or CONNECT.
15. Attend regular meetings with City staff and community stakeholders, as needed or requested.

- B. The Contractor may receive direct funding transfers via purchase voucher from the City of Santa Fe Youth and Family Services Division to support the CONNECT Wellness Fund pursuant to a Memorandum of Agreement (MOA) between United Way of North Central New Mexico, The City of Santa Fe and Santa Fe County. Services shall include:
  - 1. Adhere to navigation protocols and Flexible Fund protocols identified in the CONNECT Standards and Protocols to serve as a payer of last resort for one-time expenses related to social determinants of health.
  - 2. Submit a monthly flex fund report which identifies:
    - a. Total amount of funds distributed
    - b. Service provided (description of request by individual served)
    - c. Receipt(s) reflecting funds were distributed
    - d. Number of individuals served via the distributed funds
    - e. Balance of the remaining funds

**2. Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service, rendering services related to call center and navigation services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

**3. Compensation**

A. The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here:

<u>Deliverable item</u>	<u>Price</u>
01 Provide navigation services to a minimum of 80 unduplicated individuals at \$1,000.00 per year.	

Compensation for services shall not exceed \$80,000.00 dollars annually for the term of the agreement. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$320,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed **\$320,000.00**, including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

#### 4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from the Effective Date, or four (4) years from July 1, 2025, whichever is later**, unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

#### 5. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

## **6. Appropriations**

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

## **7. Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. 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 City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

## **8. Assignment**

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

## **9. Subcontracting**

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

## **10. Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

## **11. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 City.

## **12. Product of Service -- Copyright**

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

## **13. Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

#### **14. Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

#### **15. Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

#### **16. Merger**

This Contract 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 contract.

All terms and conditions of the **Sole Source Number** 50-M0087-25-CP027 CONNECT 211 Call Center and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

## **17. Penalties for violation of law**

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

## **18. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

## **19. Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, 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 Contract.

## **20. 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 Contract may be terminated by the City.

## **21. Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

## **22. Other Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It

is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### **23. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

### **24. Indemnification**

The Contractor shall defend, indemnify and hold harmless the City 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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 City.

### **25. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

### **26. Invalid Term or Condition**

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

### **27. Enforcement of Contract**

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

### **28. Notices**

Any notice required to be given to either party by this Contract 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 City: Christa Hernandez, PO Box 909, Santa Fe NM 87504, [chernandez@santafenm.gov](mailto:chernandez@santafenm.gov).

To the Contractor: United Way of North Central New Mexico, 2340 Alamo Ave SE Ste. 200, Albuquerque, NM 87106, [Rodney.Prunty@uwcnm.org](mailto:Rodney.Prunty@uwcnm.org).

**29. Authority**

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

**30. Non-Collusion**

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

**31. Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

**33. Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:  
United Way of North Central New Mexico

\_\_\_\_\_  
ALAN WEBBER, MAYOR

Rodney Prunty  
Rodney Prunty (Apr 15, 2025 15:19 MDT)  
\_\_\_\_\_  
RODNEY PRUNTY, CEO

DATE: Apr 15, 2025

NMBTIN#: 01898868007

ATTEST:

\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY'S OFFICE:

  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
FINANCE DIRECTOR










# PSA - United Way of North Central NM 211 Call Center - Final

Final Audit Report

2025-04-16

Created:	2025-04-15
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA83GixMQ8BMnSxwzElkqZaRybwbpj0cxr

## "PSA - United Way of North Central NM 211 Call Center - Final" History

-  Document created by JULIE KENNY (jckenny@santafenm.gov)  
2025-04-15 - 5:50:26 PM GMT- IP address: 63.232.20.2
-  Document emailed to rodney.prunty@uwcnm.org for signature  
2025-04-15 - 5:51:09 PM GMT
-  Email viewed by rodney.prunty@uwcnm.org  
2025-04-15 - 5:52:55 PM GMT- IP address: 172.226.137.21
-  Signer rodney.prunty@uwcnm.org entered name at signing as Rodney Prunty  
2025-04-15 - 9:19:47 PM GMT- IP address: 73.127.168.246
-  Document e-signed by Rodney Prunty (rodney.prunty@uwcnm.org)  
Signature Date: 2025-04-15 - 9:19:49 PM GMT - Time Source: server- IP address: 73.127.168.246
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature  
2025-04-15 - 9:19:51 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)  
2025-04-16 - 1:21:36 AM GMT- IP address: 174.243.244.6
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)  
Signature Date: 2025-04-16 - 1:22:09 AM GMT - Time Source: server- IP address: 174.243.244.6
-  Agreement completed.  
2025-04-16 - 1:22:09 AM GMT











# United Way of North Central NM Sole Source Packet

Final Audit Report

2025-04-24

Created:	2025-04-24
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACnzCnx9oFWU25ngWHDLEoZVOjj1PWS1d

## "United Way of North Central NM Sole Source Packet" History

-  Document created by CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)  
2025-04-24 - 8:06:40 PM GMT- IP address: 63.232.20.2
-  Document emailed to Christa Hernandez (chernandez@santafenm.gov) for signature  
2025-04-24 - 8:08:50 PM GMT
-  Email viewed by Christa Hernandez (chernandez@santafenm.gov)  
2025-04-24 - 8:29:15 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Christa Hernandez (chernandez@santafenm.gov)  
Signature Date: 2025-04-24 - 8:30:15 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature  
2025-04-24 - 8:30:17 PM GMT
-  Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)  
2025-04-24 - 10:05:25 PM GMT- IP address: 104.156.39.164
-  Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)  
Signature Date: 2025-04-24 - 10:06:01 PM GMT - Time Source: server- IP address: 104.156.39.164
-  Agreement completed.  
2025-04-24 - 10:06:01 PM GMT