



Agenda **Regular Meeting of the Children
and Youth Commission
December 10, 2024 at 1:00 PM
Meeting Virtually**

Procedures for Children and Youth Commission Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes
5. Presentations
6. Action Items
 - a. Discussion and approval of CYFD contract amendment.
7. Discussion Items
8. Matters from Staff
9. Matters from the Committee
10. Matters from the Chair
11. Next Meeting: _____
12. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

TITLE PAGE

Applicant Name: _____

Applicant Address: _____

Applicant Address (2): _____

City: _____ County: _____ Zip Code: _____

Federal Tax ID #: _____ UEI #: _____ CRS #: _____

Applicant Contact Information

Contact Name: _____ Title: _____

Contact Phone: _____ Email: _____

County(ies) Served: _____

Congressional District(s): _____

Submission Certification

I hereby certify that I have legal authorization to submit this application and that all information contained in this application contains no willful misrepresentation and that the information is true and correct to the best of my knowledge. I understand that the JJAC Committee will not review the application unless the application is fully completed. If our program is funded by the Children, Youth and Families Department, I understand that my organization must keep detailed records and must meet all the guidelines required during the program year as described in this application and any further assurances, agreements or addendums.

Applicant's Authorized Representative:

Maria E. Tucker

Signature

Name Printed

Title

Date

CERTIFICATIONS

Certification of Information and Costs

As the duly authorized representative of the Fiscal Agent, I certify that the enclosed JJAC funding application has been reviewed for accuracy, correctness, and completeness. We further certify that diligence was taken to ensure that the budget is comprehensive and based on sound estimates from reliable sources.

Applicant Name (Print)

Date

Maria E. Tucker

Applicant Certifying Official's Signature

Title

Certification of Cancellation of Funding

As the duly authorized representative of the Fiscal Agent, I certify that should the proposed programs not be initiated within ninety days after the start date of July 1, 2024, the programs will be reevaluated with the possibility that funds allocated to the program may be reallocated. Any costs incurred as a part of the project may become the responsibility of the applicant or subcontractor.

Applicant Name (Print)

Date

Maria E. Tucker

Applicant Certifying Official's Signature

Title

CONTINUUM INFORMATION & BUDGET SUMMARY

CONTINUUM DOCUMENTATION | All documents **must** be attached to the application packet.

Date your Bylaws were last updated: _____

Date your Strategic Plan was last updated: _____

Date your Needs Assessment was last updated: _____

Does your Continuum Board Roster currently have youth members?

Attach signed copy of your MOU.

FY 25 BUDGET SUMMARY | Grant Funds Requested:

Continuum Coordinator: Hourly Rate: _____ Ttl Hrs: _____ Cost: _____
(Hours to be Worked)

Travel: (3 Mandatory Coordinator Meetings) _____

Program Support @ 15% _____

Youth Stipends: _____

Program 1: _____

Program 2: _____

Program 3: _____

Program 4: _____

Program 5: _____

Total Grant Requested: _____

Total Match to be provided (40% of Total Grant Requested) _____

Total Continuum Budget: _____

Of Total Grant Requested,

Direct Budget:

Indirect Budget:

CONTINUUM THREE-YEAR BUDGET & TOTAL

BUDGET SUMMARY | Grant Funds Requested:

Expense Area	Year 1	Year 2	Year 3		TOTALS
Continuum Coordinator Cost					
Travel: (3 Mandatory Coordinator Meetings)					
Program Support @ 15%					
Youth Stipends:					
1					
2					
3					
4					
5					
SUBTOTAL					
MATCH (40% of Total Grant Requested)					
GRAND TOTAL, CONTINUUM BUDGET					

Note: The multi-year award is based upon the annual availability of State general funds to support the Juvenile Continuum Grant Fund Program.

NEEDS STATEMENT

Provide a concise and clear description of the problems and community needs your Continuum is addressing (e.g., alternatives to detention), using your community's needs assessment, the provided county statistics, and the JJAC Strategic Plan.

PROGRAM RESPONSE

Provide a description of your proposed program response to the community needs shared in the previous section (e.g., alternatives to detention). Include how it aligns with the JJAC and your Strategic Plans, how the specific Programs that will be defined in the next section align with the five funding priority areas, how the programs support racial and ethnic equity, and will meet your intended impact.

Program Names: (Complete in order of funding priority)	CYFD Priority Area (Pulldown Menu)	Amount (Auto Filled)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

1. PROGRAM INFORMATION & BUDGET

Program Name: _____

Is this a new program: _____ CYFD Priority Area: _____

Amount Funded in FY23: _____ Amount Requested for FY25: _____

Youth Served in FY23: _____ Youth to be served in FY25: _____
(capacity)

Name of Model/Best Practice Program to be used: _____

Model/Best Practice Program Website: _____

If "Other", Name: _____ Web: _____

Average Program Frequency: _____ Average Program Duration: _____

Program Description: _____ Model Rating: _____

1. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: _____

Program's Performance Measures: (Describe program performance measures, from the model program.)

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Grant Requested: _____

40% Match to be provided: _____

Total Program Budget: _____

2. PROGRAM INFORMATION & BUDGET

Program Name: _____

Is this a new program: _____ CYFD Priority Area: _____

Amount Funded in FY23: _____ Amount Requested for FY25: _____

Youth Served in FY23: _____ Youth to be served in FY25: _____
(capacity)

Name of Model/Best Practice Program to be used: _____

Model/Best Practice Program Website: _____

If "Other", Name: _____ Web: _____

Average Program Frequency: _____ Average Program Duration: _____

Program Description: _____ Model Rating: _____

2. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: _____

Program's Performance Measures: (Describe program performance measures, from the model program.)

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Grant Requested: _____

40% Match to be provided: _____

Total Program Budget: _____

3. PROGRAM INFORMATION & BUDGET

Program Name: _____

Is this a new program: _____ CYFD Priority Area: _____

Amount Funded in FY23: _____ Amount Requested for FY25: _____

Youth Served in FY23: _____ Youth to be served in FY25: _____
(capacity)

Name of Model/Best Practice Program to be used: _____

Model/Best Practice Program Website: _____

If "Other", Name: _____ Web: _____

Average Program Frequency: _____ Average Program Duration: _____

Program Description: _____ Model Rating: _____

3. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: _____

Program's Performance Measures: (Describe program performance measures, from the model program.)

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Grant Requested: _____

40% Match to be provided: _____

Total Program Budget: _____

4. PROGRAM INFORMATION & BUDGET

Program Name: _____

Is this a new program: _____ CYFD Priority Area: _____

Amount Funded in FY23: _____ Amount Requested for FY25: _____

Youth Served in FY23: _____ Youth to be served in FY25: _____
(capacity)

Name of Model/Best Practice Program to be used: _____

Model/Best Practice Program Website: _____

If "Other", Name: _____ Web: _____

Average Program Frequency: _____ Average Program Duration: _____

Program Description: _____ Model Rating: _____

4. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: _____

Program's Performance Measures: (Describe program performance measures, from the model program.)

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Grant Requested: _____

40% Match to be provided: _____

Total Program Budget: _____

5. PROGRAM INFORMATION & BUDGET

Program Name: _____

Is this a new program: _____ CYFD Priority Area: _____

Amount Funded in FY23: _____ Amount Requested for FY25: _____

Youth Served in FY23: _____ Youth to be served in FY25: _____
(capacity)

Name of Model/Best Practice Program to be used: _____

Model/Best Practice Program Website: _____

If "Other", Name: _____ Web: _____

Average Program Frequency: _____ Average Program Duration: _____

Program Description: _____ Model Rating: _____

5. PROGRAM INFORMATION & BUDGET Cont'd

Program Name: _____

Program's Performance Measures: (Describe program performance measures, from the model program.)

Local Site-Specific Performance Measures: (Describe your realistic, relevant program performance measures, beyond that of the model program.)

Grant Funds Requested:

Activity	Unit of Measure	Cost per Unit	Quantity	Activity Total
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Grant Requested: _____

40% Match to be provided: _____

Total Program Budget: _____

JUVENILE CONTINUUM GRANT FUND CHECKLIST

TITLE PAGE

- Applicant information is complete/correct.
- Applicant Contact Information is provided.
- County(ies) Served is provided.
- Congressional District(s) provided.
- Certifying signature is complete.

CERTIFICATIONS PAGE

- Information and Costs Certification was read and is signed and dated.
- Cancellation of Funding Certification was read and is signed and dated.

CONTINUUM INFORMATION & BUDGET PAGE

Continuum Documentation

- Bylaws date is provided and most recent Bylaws are attached.
- Strategic Plan date is provided and most recent Strategic Plan is attached.
- Needs Assessment date is provided and most recent Needs Assessment is attached.
- Youth Board members question is answered and most recent Roster is attached.
- Copy of signed MOU is attached.

Continuum Coordination

- Continuum Coordination question is answered.

Budget Summary

- Budget Summary is complete and reflects projected Grant costs.

NEEDS STATEMENT PAGE

- Needs Statement uses local data from local Needs Assessment, system assessment, and CAB members.
- Needs Statement does not use national or State sources for data.
- Problems and needs priorities are from or consistent with the Continuum Strategic Plan.
- Problems and needs address detention alternative needs & align with CYFD five funding priority areas.
- Statement provided clearly identifies needs/problems that will drive program responses.

PROGRAM RESPONSE PAGE

- Statement provided clearly identifies program response to needs/problems.
- Program Response is from or consistent with the Continuum Strategic Plan.
- Program Response addresses alternatives to detention and aligns with CYFD five funding priority areas.
- Program Response addresses how program will support racial and ethnic equity.

JUVENILE CONTINUUM GRANT FUND CHECKLIST, *continued*

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 1

- Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- Provides Model and local site-specific Performance Measures.
- Provides a clear Program description.
- Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 2

- Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- Provides Model and local site-specific Performance Measures.
- Provides a clear Program description.
- Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 3

- Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- Provides Model and local site-specific Performance Measures.
- Provides a clear Program description.
- Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 4

- Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- Provides Model and local site-specific Performance Measures.
- Provides a clear Program description.
- Provides Activity-level Budget detail, with accurate unit costs and quantities.

PROGRAM INFORMATION & BUDGET PAGES – PROGRAM 5

- Provides FY23 and requested FY25 funds/funds requested and youth served/to be served.
- Identifies Model/Best Practice Program by name, provides its website, or provides "Other."
- Provides Model and local site-specific Performance Measures.
- Provides a clear Program description.
- Provides Activity-level Budget detail, with accurate unit costs and quantities.



City of Santa Fe, New Mexico

Memorandum



DATE: August 1st, 2024

TO: Mayor Alan M. Webber and City Council
Quality of Life and Finance Committee

VIA: Emily K. Oster, Finance Director
Andy Hopkins, Budget Officer
Matthew Bonifer, Accounting Officer
Maria Sanchez–Tucker, Community Services Department Director *MT*
Julie Sanchez, Youth and Family Services Division Director *JS*

FROM: Sierra Vigil-Trujillo, Youth and Family Services Project Administrator *SVT*

ITEM AND ISSUE:

Approval of a Grant Agreement with the State of New Mexico Children, Youth and Families Department (CYFD) in the Amount of \$949,026 for Alternative to Detention Services in the City of Santa Fe. (Sierra Vigil-Trujillo, Project Administrator, svtrujillo@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Budget \$316,342 into FY25 Revenue and Expenses for Alternative to Detention Services. (Sierra Vigil-Trujillo, Project Administrator, svtrujillo@santafenm.gov)

BACKGROUND AND SUMMARY:

The Children and Youth Commission (CYC) is one of the City of Santa Fe’s oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. In fall of 2019 the Santa Fe Regional Juvenile Justice Board merged with the CYC. The Commission is one of twenty continuum-sites statewide that focus on juvenile justice issues. The Commission is tasked yearly with grant management, program planning, service integration, data analysis and program evaluation on alternative to detention programs that serve youth at risk or youth offenders. The Commission collaborates with the City of Santa Fe Youth and Family Services for support and to enhance ongoing and upcoming projects.

Every year the CYC submits for a CYFD juvenile justice grant for services in the City of Santa Fe, this year for FY25 the board was awarded \$316,342.00 a year for the next 3 years. The City of Santa Fe is required to provide a 40% in-kind match, which is approximately \$126,537.00. The in-kind match will come from the combined salary of the Youth and Family Services Project Administrator, Program Manager and Division Director who oversee board activities, contract compliance, reimbursement and payment of awardees. The annual CYFD funding will be distributed as follows:



City of Santa Fe, New Mexico

Memorandum



- Continuum and Board Activities: \$ 101,042.00
- Strengthening Families: \$ 19,200.00
- Restorative Justice: \$ 64,000.00
- Intensive Community Monitoring: \$ 45,700.00
- Day Reporting: \$ 86,400.00

To fulfill the conditions of the state grant the Youth and Family Services Division will coordinate services through the Children and Youth Commission which is outlined in the CYFD scope of work.

Procurement Method:

No procurement, this is a grant agreement that expires June 30, 2027.

Project Ledger Number:

The Project Ledger Number is YFD2522301.

REQUESTED ACTION:

The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

Signature: 
JULIE SANCHEZ (Aug 8, 2024 15:09 MDT)

Email: jjsanchez@santafenm.gov

Signature: 
Maria Tucker (Aug 12, 2024 16:23 MDT)

Email: metucker@santafenm.gov










CYFD JJAC Grant FY25-27 Approval Memo_jjs

Final Audit Report

2024-08-12

Created:	2024-08-08
By:	Sierra Trujillo (svtrujillo@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALO_R4CG_m3SBM6LNofAaYt2aiUB2EJBQ

"CYFD JJAC Grant FY25-27 Approval Memo_jjs" History

-  Document created by Sierra Trujillo (svtrujillo@santafenm.gov)
2024-08-08 - 8:48:58 PM GMT- IP address: 63.232.20.2
-  Document emailed to JULIE SANCHEZ (jjsanchez@santafenm.gov) for signature
2024-08-08 - 8:50:07 PM GMT
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-  Document e-signed by JULIE SANCHEZ (jjsanchez@santafenm.gov)
Signature Date: 2024-08-08 - 9:09:01 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Maria Tucker (metucker@santafenm.gov) for signature
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-  Document e-signed by Maria Tucker (metucker@santafenm.gov)
Signature Date: 2024-08-12 - 10:23:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-08-12 - 10:23:48 PM GMT

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT No. 25-690-3000-79637

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as “Agency,” and **City of Santa Fe** hereinafter referred to as “Contractor,” and is effective as of the date set forth below upon which it is executed by Agency.

WHEREAS, Agency is designated to receive and administer federal funds for the benefit of children, youths, and their families in need of behavioral health services, children at risk of being removed from their homes due to abuse or neglect, foster care and family support services, and children and youths at risk of being or engaged in the juvenile justice system, and desires to engage and contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, Agency and Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY AGENCY’S CABINET SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

- A. Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations). In consideration for the provision of those services, Agency agrees to purchase and Contractor agrees to perform the services identified in the Scope of Work.
- B. If Contractor’s performance of the Scope of Work provides services/care to children, youths, or families in Agency custody or receiving services from Agency (Clients), or if the performance of the scope of work requires Contractor’s access to Client data, Contractor, its staff, employees, and other prospective subcontractors are required to:
- 1) obtain a Background Check (a screen of the Children, Youth and Families Department’s information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC.
 - 2) receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896*.

ARTICLE III. Limitation of Cost

Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable

to Contractor under this Agreement shall not exceed **nine hundred forty-nine thousand, twenty-six dollars and zero cents. (\$949,026.00)**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

Agency shall make monthly payments to Contractor for services and costs specified in **Attachment 2 - Budget**. Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to Agency. Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by Contractor to Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. Agency may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon Agency’s uncured, material breach of this Agreement.

B. Notice: Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency 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 Agency does not, within the thirty (30) day notice period, notify 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 Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by Agency; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to 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. 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 AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. If this Agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the Agreement, immediately upon expiration or receipt by either Agency or Contractor of

notice of termination of this Agreement, Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without written approval of Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as Agency shall direct for the protection, preservation, retention or transfer of all property titled to Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this Agreement, continue to provide essential services and supports to ensure the health and safety of individual Clients as directed by Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the Agreement. In this event Agency may temporarily extend the term, enter into anew short-term Agreement or otherwise enter into an Agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this Agreement, Contractor shall furnish to Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by Contractor with Agreement funds as defined in Article 31 (Property) of this Agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by Contractor under the provisions of this Agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by Contractor with Agreement funds shall become property of Agency upon termination and shall be submitted to Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to Contractor pursuant to this Agreement. Contractor will include all monies made subject to this Agreement in the annual audit and will provide Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

A. 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 three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by Agency, the Department of Finance and Administration and the State Auditor. Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Agency to recover excessive or illegal payments.

B. If Contractor receiving State or federal funds from Agency, Contractor shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, Contractor shall comply with the audit requirements of the Single Audit Act. This includes Contractor retaining its financial records for a period five (5) years after the time the audit was released.

C. If Contractor receives more than Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in federal funding, or more than Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) from Agency, in any single fiscal year, Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. Contractor shall maintain the financial statements for a period of no less than six (6) years and shall make the financial statements and the CPA's audit or opinion available to Agency upon

request.

E. Applicable annual financial reports shall be submitted to Agency no later than six (6) months following the close of Contractor's fiscal year.

F. To ensure proper delivery and receipt, Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room 103
Santa Fe, New Mexico 87501

G. Agency may take corrective action as deemed necessary for Contractor's failure to comply with VIII-A through VIII-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. Confidentiality

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

ARTICLE X. Amendments

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

ARTICLE XI. Assignment

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 Agency.

ARTICLE XII. 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 NMSA 1978, §38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive 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.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, et. seq., .

ARTICLE XV. Execution of Documents

Agency and Contractor agree to execute any additional document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by Agency Cabinet Secretary or Designee. No such subcontract shall relieve Contractor from any obligations and liabilities under this Agreement, nor shall subcontracts obligate direct payment from Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

Contractor agrees to abide by all federal and state laws, 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, 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, pregnancy, childbirth or condition related to pregnancy or childbirth, 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.

ARTICLE XVIII. Workers' Compensation

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

ARTICLE XIX. Lobbying Certification

Contractor, by signing below, certifies to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, 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 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352 (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars and Zero Cents (\$10,000.00) and not more

than One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage
(Governmental entities are excluded from this provision)

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 twenty (20) hours per week over a six (6) month period during the term of the Agreement, Contractor certifies, by signing this Agreement, to have in place, and agrees to maintain for the term of the Agreement, 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 Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

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 of New Mexico.

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: <https://www.bewellnm.com>.

ARTICLE XXI. Background Checks

Contractors that have or could have primary custody of children for at least twenty (20) hours per week are required to comply with 8.8.3 NMAC et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to Clients. Additionally, all Information Technology (IT) contractors are required to have a background check. Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Agency's Background Check Unit will conduct nationwide, State, and abuse and neglect background checks on required staff or volunteers in accordance with 8.8.3 NMAC standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to Clients.

ARTICLE XXII. Product of Service -- Copyright.

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

B. Client information developed under this Agreement may not be used by Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of Agency, except to fulfill the provisions of the Scope of Work under this Agreement.

ARTICLE XXIII. 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 Agency to Contractor. Agency's decision as to

whether sufficient appropriations are available shall be accepted by Contractor and shall be final. If Agency proposes an amendment to the Agreement to unilaterally reduce funding, 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.

ARTICLE XXIV. Property

A. Title to all property furnished by Agency shall remain in Agency. Title to all property acquired by Contractor, including acquisition through lease-purchase agreement, for the cost of which Contractor is to be reimbursed as a direct item of cost under this Agreement shall immediately vest in Agency upon delivery of such property to Contractor. Title to other property, the costs of which is to be reimbursed to Contractor under this Agreement, shall immediately vest in Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by Agency, whichever first occurs.

B. Title to Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, Contractor agrees to retain and maintain professional licensure, accreditation, credentials or continuing education required to perform the scope of professional services provided for Agency. Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, State, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, §§ 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, 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 agreement, 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 agreement, 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 Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For Agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
2. State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
<http://www.nmdfa.state.nm.us/Manuals.aspx>
3. The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule
4. Title 2 CFR, Subtitle A, Chapter I, Part 170, Reporting Sub-award and Executive Compensation Information
5. Title 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards
6. FASB and AICPA Statements and Professional Pronouncements
7. U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number –N/A
 - ii. Program Title –N/A
 - iii. AGENCY/OFFICE –N/A
 - iv. GRANT NUMBER –N/A
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and Contractor's employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

4. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

5. Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. Agreements and subgrants that involve the expenditure of federal funds for amounts in excess of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) require Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding One Hundred Thousand Dollars and Zero Cents (\$100,000.00) must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars and Zero Cents (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars and Zero Cents (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ARTICLE XXVII Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have 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.

Contract Number :25-690-3000-79637

Amendment Number : 00

IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Agency – New Mexico Children, Youth and Families Department



Date: 6/26/2024 4:49 PM

Secretary or Designee, CYFD

DocuSigned by:
Judith White
304C5E2ED060460...

Date: 6/28/2024 ;

Chief Financial Officer, CYFD

Approved as to legal form and sufficiency.

DocuSigned by:
Justin Boyd
9F002901DAFC470...

Date: 6/28/2024

Office of General Counsel, CYFD

Contractor –

Authorized Signatory


Date: _____

Printed Title of Authorized Signatory

Date: _____

Legal Counsel, Contractor

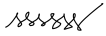
CITY OF SANTA FE:


Alan Webber (Oct 10, 2024 10:29 MDT)

ALAN WEBBER, MAYOR

DATE: Oct 10, 2024

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/09/2024

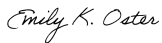
x/v

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Sep 24, 2024

EMILY OSTER, FINANCE DIRECTOR

**Attachment 1 – Scope of Work
City of Santa Fe**

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in the City of Santa Fe to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State’s youth; and
8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
 2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
 3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
 4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
 5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 6. Provide the Agency standardized progress reports monthly;
 7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. accomplishments/milestones achieved during this Agreement period;
 - b. reporting on program specific performance measures and related outcomes;
 - c. statements regarding obstacles and progress made;
 - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
 - e. provide plan for sustainability of programs/services.
 8. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2025, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. Strengthening Families;
 2. Intensive Community Monitoring; and
 3. Gender Specific.

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit activities and supporting documentation in the Salesforce Platform to the Agency by the fifteenth (15th) day of each month. At a minimum, invoice documentation must include:
 1. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, match and proof of payment.
- J. The data required shall be determined by the Agency.

Agreement # 25-690-3000-79637

- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.
- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.
- N. Communication and details concerning this Agreement shall be directed to the following representative:
- | <u>Agency</u> | <u>Contractor</u> |
|---|----------------------------------|
| Consuelo Garcia | Julie Sanchez |
| Grant Management Unit Grant Manager | Youth & Family Services Division |
| Children, Youth and Families Department | Director |
| 4775 Indian School NE, Bldg. 4 | City of Santa Fe |
| Albuquerque, NM 87110 | 500 Market St, Ste. 200 |
| (P) 505-660-3405 | Santa Fe, NM 87504 |
| | (P) 505-955-6678 |
- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.
- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.

- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.
- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.
- X. CYFD fingerprint-based criminal background checks for all staff, volunteers, and subcontractors are completed prior to directly working with youth, as required by 8.8.3 NMAC.

- Y. Receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.
- D. The Agency will review:
 - 1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
 - 2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
 - 3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection (Salesforce):

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 - 1. At-Risk Youth;
 - 2. First Time Offender;
 - 3. Repeat Offender;
 - 4. Sex Offender;
 - 5. Status Offender; and
 - 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 - 1. Male;
 - 2. Female; or
 - 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
 - 1. Urban;
 - 2. Tribal;
 - 3. Rural; or
 - 4. Frontier.
- H. Other Population Information:
 - 1. Mental Health;
 - 2. Substance Abuse;
 - 3. Truant/Dropout; or
 - 4. Pregnant.
- I. Surveys:
 - 1. A Youth and Staff Survey will be conducted for each youth and recorded into the Salesforce Platform upon completion of each program;
 - 2. Continuums will enter results into provided platform and maintain a hardcopy on file for audit purposes.

Core Measures:

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;

- J. Number of program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity; and
- N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

- A. Strengthening Families Program:
 - 1. Increased academic success measured by parents, school and student reports;
 - 2. Increased school engagement;
 - 3. Increased behavioral component;
 - 4. Decreased alcohol use;
 - 5. Decreased drug use; and
 - 6. Increased parent-child relationship.
- B. Restorative Justice Circles
 - 1. Self-report survey capturing positive impact on satisfaction with the justice system.
 - 2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem.
- C. Intensive Community Monitoring Program:
 - 1. Decreased recidivism; and
 - 2. Less time served in detention during the follow-up period thirty days.
- D. Day Reporting:
 - 1. Decreased self-report in violent behavior, sexually activity, substance abuse, and bullying.

Local Site-Specific Performance Measures:

- A. Strengthening Families Program:
 - 1. Parent competence and engagement in school;
 - 2. Student substance abuse related risk;
 - 3. Increased attendance measured by five percent (5%) increase in attendance, five percent (5%) increase in grades and five percent (5%) promotion to next grade;
 - 4. Academic success; and
 - 5. Targeted negative behavior reduction.

- B. Restorative Justice Circles
 - 1. Self-report survey capturing positive impact on satisfaction with the justice system.
 - 2. Survey indicates improved interpersonal relationships, community belonging, and increased self-esteem
 - 2.

- C. Intensive Community Monitoring Program:
 - 1. Decrease of five percent (25%) in negative criminal behavior;
 - 2. Increase of five percent (25%) in grades, attendance and overall behavior in school or educational setting;
 - 3. Decreased number of contacts made with each client;
 - 4. Number of clients who successfully complete the program requirements; and
 - 5. Reduced recidivism six (6) months after exiting the program

- D. Day Reporting:
 - 1. Self-report survey reporting decrease in substance use, bullying, violent behavior, sexual activity.
 - 2. Improved grades by 50%
 - 3. Successful transition back to home school.

**Attachment 2 – Budget
City of Santa Fe**

A.	Continuum Coordinator	\$30 x 1960 Hours =	\$58,800.00
	Travel	=	\$500.00
	Youth Committee Members	=	\$480.00
	5% Program Support	=	<u>\$41,262.00</u>
			\$101,042.00
B.	<u>Strengthening Families Program:</u>		
	Youth Group	\$200 x 48 Session =	\$9,600.00
	Adult Group	\$200 x 48 Session =	<u>\$9,600.00</u>
			\$19,200.00
C.	<u>Restorative Justice:</u>		
	Pre/Post	\$60 x 800 Hours =	\$48,000.00
	Circles	\$200 x 50 per Circle =	\$10,000.00
	Reentry Conference	\$200 x 30 per Session =	<u>\$6,000.00</u>
			\$64,000.00
D.	<u>Intensive Community Monitoring Program:</u>		
	Intake/Assessment	\$75 x 34 per youth =	\$2,550.00
	Case Management	\$50 x 500 per hour =	\$25,000.00
	Family Support	\$50 x 170 per hour =	\$8,500.00
	Home Visit	\$50 x 125 Visits =	\$6,250.00
	Discharge Plan	\$100 x 34 per youth =	<u>\$3,400.00</u>
			\$45,700.00
E.	<u>Day Reporting:</u>		
	Day Reporting	\$300 x 180 per day =	\$54,000.00
	Mentoring/Tutoring	\$60 x 540 per hour =	<u>\$32,400.00</u>
			\$86,400.00

**Grant Award for the period FY25 shall not exceed
the annual amount of:**

\$316,342.00

Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$316,342.00
40% Minimum Match Liability for City of Santa Fe	<u>\$126,537.00</u>
Projected Budgeted Amount	\$442,879.00

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

Agreement # 25-690-3000-79637

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

State General Fund FY25: **\$316,342.00**

State General Fund FY26: **\$316,342.00**

State General Fund FY27: **\$316,342.00**

Total = **\$949,026.00**

Attachment 3 – Trauma Responsive Care and Services Training

The New Mexico Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive*; providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice*; and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice*.

To achieve this, our contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the cross-department (Human Services Department and CYFD) training committee. Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the cross-department (Human Services Department and CYFD) training committee, are outlined in a separate document. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager.
3. Contractor staff include those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position (“leaders”).
4. In each invoice, Contractors will:
 - report current leaders and staff who have direct contact with children who have worked for the Contractor for more than 6 months, and
 - provide certification of completion for those who have completed the initial training requirements.
5. At least 70 percent of Contractor’s staff must have completed required trauma responsive training as outlined in a separate document within three (3) months of hire for Contractor to continue invoicing for services.
6. Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken, less than six (6) months prior to hire, may be submitted for approval of the HSD-CYFD training committee, via Contractor’s Program Manager.
7. When scope of work is being performed by Subcontractor, Contractors are responsible for ensuring that the subcontractor’s staff receive the mandated trauma responsive care and service delivery training.

CYFD will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.

Agreement # 25-690-3000-79637

2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager. Program Manager will route the request to cross-department HSD-CYFD training committee for approval and provide written notice of its decision within ten (10) working days following receipt of the request.

Signature of Contractor

Date

****Must be a DFA authorized signature**



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 07/23/2024

Project Title: CYFD JJAC Alternatives to Detention

Project Type: CIP Grant Internal Tracking

Department: Community Health and Safety Project Manager: Sierra Vigil Trujillo Ext: 6824

Project Date Range: 07/01/2024 to 06/30/2027 Create Fixed Asset

Project ID: YFD2522301

Grant ID: S2513

Approved By: MB 08/06/2024

(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Children, Youth and Families Dept % of Funding: 60

MUNIS ORG: 2230123 MUNIS OBJ: 490250 Awarded Amount: \$949,026

Funding Source: Local Match % of Funding: 40

MUNIS ORG: 2560122 MUNIS OBJ: _____ Awarded Amount: 126,537.00

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE LIST MUNIS ORG: 2230123/ MUNIS OBJ: _____

Please see attached word document

Grants Only (list all grants if applicable): **FY25-31642, FY26 316342, FY27 31642**

Grantor Name: CYFD 25.690.3000.79637 JJS FOR(FY 25-27) Awarded Amount: 949026.00

AR Charge Code: 2230123.490250 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation

Expense String Phase:

Youth & Family	2230123	Juvenile Justice Program	500110	Salaries (General)	- \$58,800
Youth & Family	2230123	Juvenile Justice Program	503100	FICA	- \$41,262 (cover benefits, HR will determine)
Youth & Family	2230123	Juvenile Justice Program	503150	Retirement (PERA)	-
Youth & Family	2230123	Juvenile Justice Program	503200	Employee Health Insurance	-
Youth & Family	2230123	Juvenile Justice Program	503250	Retiree Health Care	-
Youth & Family	2230123	Juvenile Justice Program	503350	Workers' Comp	-
Youth & Family	2230123	Juvenile Justice Program	503400	City Share Dental Insurance	-
Youth & Family	2230123	Juvenile Justice Program	510340	Other Consulting	-
Youth & Family	2230123	Juvenile Justice Program	510400	Grants and Services	- \$215,300
Youth & Family	2230123	Juvenile Justice Program	560550	In State Transportation	- \$500
Youth & Family	2230123	Juvenile Justice Program	562975	Stipends	- \$480
Total:					\$316,342.00

Signature: Matthew Bonifer
Matthew Bonifer (Aug 6, 2024 10:07 MDT)

Email: mtbonifer@santafenm.gov

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Community Health and Safety/Youth and Family Services Division				8/1/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Juvenile Justice Program- Continuum Coordinator	2230123	500110	YFD2522301	176,400	
Juvenile Justice Program- Continuum Coordinator (Cover benefits)	2230123	503100	YFD2522301	123,786	
Juvenile Justice Program- Grants and Services	2230123	510400	YFD2522301	645,900	
Juvenile Justice Program- In State Transportation	2230123	560550	YFD2522301	1,500	
Juvenile Justice Program- Stipends	2230123	562975	YFD2522301	1,440	
REVENUES				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
CYFD 25.690.3000.79637 JJS FOR (FY25-27)	2230123	490250	YFD2522301	(949,026)	
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				\$	-
NM CYFD GRANT AWARD FOR ALTERNATIVE TO DETENTION SERVICES FY25-27				-	-

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

<u>Sierra Vigil-Trujillo</u> <small>Sierra Vigil-Trujillo (Sep 13, 2024 17:01 MDT)</small> Prepared By <i>{print name}</i> Sierra Vigil-Trujillo Date 8/6/2024 Division Director Signature <i>{optional}</i> <u>Maria Tucker</u> <small>Maria Tucker (Sep 13, 2024 18:17 MDT)</small> Department Director Signature Date Sep 13, 2024	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> CITY COUNCIL APPROVAL City Council <input type="text"/> Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	<u>Andy Hopkins</u> Sep 17, 2024 Budget Officer Finance Director <i>{≤ \$5,000}</i> City Manager <i>{≤ \$60,000}</i> Date
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CYFD JJAC Packet

Final Audit Report

2024-09-24

Created:	2024-09-13
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhHhP-wRZOeAdivluoh8t0UcrScd4AuWn

"CYFD JJAC Packet" History

-  Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2024-09-13 - 10:08:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to Sierra Trujillo (svtrujillo@santafenm.gov) for signature
2024-09-13 - 10:14:42 PM GMT
-  Email viewed by Sierra Trujillo (svtrujillo@santafenm.gov)
2024-09-13 - 10:59:40 PM GMT- IP address: 104.47.64.254
-  Signer Sierra Trujillo (svtrujillo@santafenm.gov) entered name at signing as Sierra Vigil-Trujillo
2024-09-13 - 11:01:00 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Sierra Vigil-Trujillo (svtrujillo@santafenm.gov)
Signature Date: 2024-09-13 - 11:01:02 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Maria Tucker (metucker@santafenm.gov) for signature
2024-09-13 - 11:01:05 PM GMT
-  Email viewed by Maria Tucker (metucker@santafenm.gov)
2024-09-14 - 0:16:25 AM GMT- IP address: 152.37.220.124
-  Document e-signed by Maria Tucker (metucker@santafenm.gov)
Signature Date: 2024-09-14 - 0:17:04 AM GMT - Time Source: server- IP address: 152.37.220.124
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-14 - 0:17:08 AM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-17 - 3:34:55 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-17 - 3:35:56 PM GMT - Time Source: server- IP address: 63.232.20.2



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Signature Date: 2024-09-24 - 11:00:15 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-09-24 - 11:00:15 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 10, 2024 09:33 MDT)

Email: xivigil@santafenm.gov