



AGENDA

CHILDREN AND YOUTH
COMMISSION
DECEMBER 20, 2021
10:00 AM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR CHILDREN AND YOUTH COMMISSION MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Children and Youth Commission meeting will be conducted virtually.

Viewing: Members of the public may join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://zoom.us/j/93607307626?pwd=TXBnTG1PaTFhdmIOUU5OZHU1YTBQQT09>

Passcode: 8jnhkQ

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 936 0730 7626 Passcode: 8jnhkQ**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF MINUTES**
5. **DISCUSSION AGENDA**



AGENDA

CHILDREN AND YOUTH
COMMISSION
DECEMBER 20, 2021
10:00 AM
ATTEND VIRTUALLY

- a. Approval of a State of New Mexico Children, Youth and Families Department (CYFD) amendment no. 2 to CYFD professional services agreement no. 21-690-3200-20846 (City contract no. 21-20846) to the scope of work to reflect a new community restorative justice program and updated budget reflecting the change for Juvenile Justice Alternative to Detention Programs in the City of Santa Fe. (Julie Sanchez, Youth and Family Services Division Director, 505-955-6678, jjsanchez@santafenm.gov)
6. **MATTERS FROM STAFF**
7. **MATTERS FROM THE COMMITTEE**
8. **MATTERS FROM THE CHAIR**
9. **NEXT MEETING: No Meeting Scheduled**
10. **ADJOURN**

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

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$22	x 700 Hours	= \$15,400
Travel			= 0
Youth Committee Members			= 285
5% Program Support			= <u>4,111</u>
			\$19,796
B. <u>Strengthening Families Program:</u>			
Based on serving 50 Youth			
Youth Group	\$165	x 84 Session	= \$13,860
Adult Group	\$165	x 60 Session	= <u>13,860</u>
			\$27,720
C. <u>Intensive Community Monitoring Program:</u>			
Based on serving 34 Youth			
Intake/Assessment	\$65	x 34 Youth	= \$2,210
Case Management	\$40	x 306 Hours	= 12,240
Family Support	\$40	x 136 Hours	= 5,440
Home Visit	\$40	x 100 Visits	= 4,000
Discharge Plan	\$75	x 34 Youth	= <u>\$2,550</u>
			\$26,440
D. <u>Gender Specific:</u>			
Based on serving 50 Youth			
Girls Circle	\$165	x 32 Circles	= \$5,280
Boys Council	\$165	x 40 Sessions	= <u>6,600</u>
			\$11,880
 D. <u>Restorative Justice:</u>			
Based on serving 50 Youth			
Pre/Post	\$55	x 150 Hours	= \$8,250
Circles	\$165	x 25 Circles	= <u>4,125</u>
			\$12,375

Total Grant Award not to exceed: \$86,331

The 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	\$86,331
40% Minimum Match Liability for City of Santa Fe	<u>\$34,532</u>
Projected Budgeted Amount	\$120,863

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

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY22: July 1, 2021 through June 30, 2022:

The total amount of the contract for FY22 shall not exceed \$86,331.00

State General Fund: FY21: \$86,331.00

State General Fund: FY22: \$86,331.00

State General Fund: FY23: \$86,331.00

State General Fund: FY24: \$86,331.00

Total = \$345,324.00

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
AGREEMENT No. 21-690-3200-20846

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

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the 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 THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

The 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), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

If applicable to the performance of the scope of work herein (direct service delivery to a child or other care recipient by staff and employees of child-care facilities, including every facility or program having primary custody of children for twenty hours or more per week, juvenile treatment facilities, and direct provider of care for children in the following settings: Children’s behavioral health services and licensed and registered child care, including shelter care), or if the performance of the scope of work places Contractor in the position of coming into contact with client data, Contractor and its staff and employees, and other prospective subcontractors are required to 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 - Rp, 8.8.3.2 NMAC, 03/31/06.

ARTICLE III. Limitation of Cost

The Agency shall pay to the 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 the Contractor under this Agreement shall not exceed **Three Hundred Forty Five Thousand Three Hundred Twenty Four Dollars and Zero Cents (\$345,324.00)**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The 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 the 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 the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the 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 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 Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the 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, the Agency'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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE 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 the Agency or the Contractor of notice of termination of this agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without

written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, 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 the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new 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, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the 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 the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE VII. Funds Accountability

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

ARTICLE VIII. Maintenance of Records

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. If Contractor receiving state or federal funds from the Agency 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 the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.

C. If the Contractor receives more than \$250,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the 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. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

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

F. To ensure proper delivery and receipt, the 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. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-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 the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

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 the Agency proposes an amendment to the Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

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

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 Section 38-3-1 (G) NMSA 1978. 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 the 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, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

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

ARTICLE XVI. Sub-Contracts

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

ARTICLE XVII. Equal Opportunity Compliance

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

ARTICLE XVIII. Workers' Compensation

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

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her 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 transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$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 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 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. The 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. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 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 the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim

of ownership by or on behalf of the Contractor.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the 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 the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Property

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

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

C. The 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 the 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 the Agency property.

ARTICLE XXV. Licensure

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

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The 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, Sections 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 the 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, the 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. Section 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:

- 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>
- 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>
- The State of New Mexico State Auditor, State Audit Rule
- http://www.saonm.org/state_auditor_rule
- Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.
- Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
- FASB and AICPA Statements and Professional Pronouncements.
- U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
- FASB and AICPA Statements and Professional Pronouncements.

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 – XXX. OR N/A
 - ii. Program Title – XXX. OR N/A
 - iii. AGENCY/OFFICE – XXX. OR N/A
 - iv. GRANT NUMBER – XXX. OR N/A
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX. OR 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 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. The 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. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.


G. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the 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 \$100,000 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 \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 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.

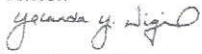
IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – City of Santa Fe



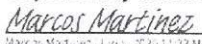
Alan M. Webber, Mayor

Date: _____

Attest:


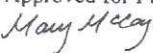
Yolanda Y. Vigil, City Clerk
GB 07/08/20

Date: _____

City Attorney's Office:


MARCO MARTINEZ, JUNIOR, ESQ. (11/27/81)
Senior Assistant City Attorney

Date: _____

Approved for Finances:


Mary McCoy, Finance Director

Date: _____

Agency – New Mexico Children, Youth and Families Department

Terry L. Locke

Secretary, Designee, CYFD

Digitally signed by Terry L. Locke
Date: 2020.07.27 12:34:47 -06'00'

Date: _____

Phillipe Rodriguez

Chief Financial Officer, CYFD

Digitally signed by Phillipe Rodriguez
Date: 2020.07.24 15:14:36 -06'00'

Date: _____

Approved as to legal form and sufficiency.



Office of General Counsel, CYFD

Date: 7/20/2020

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 2021, 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 reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 - 2. 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, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or handwritten.
- 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	Kyra Ochoa
Grant Management Unit Grant Manager	Community Services Dept. Director
Children, Youth and Families Department	City of Santa Fe
P.O. Drawer 5160, Room 541	500 Market St, Ste. 200
Santa Fe, NM 87502	Santa Fe, NM 87504
(P) 505-470-7494	(P) 505-955-6603

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.

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:

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

Demographics:

- A. 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.

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. Intensive Community Monitoring Program:
 - 1. Decreased recidivism; and
 - 2. Less time served in detention during the follow-up period of seven hundred ninety (790) days.
- C. Gender Specific:
 - 1. Decreased drug use;
 - 2. Increased social competence (both parent and teacher observed);
 - 3. Increased cumulative GPA; and
 - 2. Student attitude toward drug use.

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. Intensive Community Monitoring Program:
1. Decrease of five percent (5%) in negative criminal behavior;
 2. Increase of five percent (5%) 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
- C. Gender Specific:
1. Reduced bullying and other negative behaviors among both genders;
 2. Reduced body image issues;
 3. Increased team building;
 4. Increased understanding that both genders have similar issues that need to be addressed and remedied; and
 5. Increased attendance at school, better grades and better behavior.

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

A. <u>Continuum and Board Activities:</u>				
Continuum Coordinator	\$22	x	700 Hours	= \$15,400
Travel				= 480
Youth Committee Members				= 300
5% Program Support				= <u>4,111</u>
				\$20,291
B. <u>Strengthening Families Program:</u>				
Based on serving 50 Youth				
Youth Group	\$165	x	84 Session	= \$13,860
Adult Group	\$165	x	60 Session	= <u>13,860</u>
				\$27,720
C. <u>Intensive Community Monitoring Program:</u>				
Based on serving 34 Youth				
Intake/Assessment	\$65	x	34 Youth	= \$2,210
Case Management	\$40	x	306 Hours	= 12,240
Family Support	\$40	x	136 Hours	= 5,440
Home Visit	\$40	x	100 Visits	= 4,000
Discharge Plan	\$75	x	34 Youth	= <u>\$2,550</u>
				\$26,440
D. <u>Gender Specific:</u>				
Based on serving 50 Youth				
Girls Circle	\$165	x	32 Circles	= \$5,280
Boys Council	\$165	x	40 Sessions	= <u>6,660</u>
				\$11,880
Total Grant Award not to exceed:				<u>\$86,331</u>

The 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	\$86,331
40% Minimum Match Liability for City of Santa Fe	<u>\$34,532</u>
Projected Budgeted Amount	\$120,863

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

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

**FOR THE PERIOD OF FY21: July 1, 2020 through June 30, 2021:
The total amount of the contract for FY21 shall not exceed \$86,331.00**

State General Fund: FY21: <u>\$86,331.00</u>
State General Fund: FY22: <u>\$86,331.00</u>
State General Fund: FY23: <u>\$86,331.00</u>
State General Fund: FY24: <u>\$86,331.00</u>
Total = <u>\$345,324.00</u>

**STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
Agreement # 21-690-3200-20846
Amendment 1**

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

PURPOSE OF AMENDMENT:

1. Amend Attachment 1 – Scope of Work to reflect updated language throughout.
2. Amend Attachment 2 – Budget to reflect updated Funding Information.

Attachment 1 – Scope of Work is hereby amended to read as follows:

**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 Grant and Title II Formula, Grant, submitted for state fiscal year 2022, 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.
- 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:

Agency

Consuelo Garcia
Grant Management Unit Grant Manager
Children, Youth and Families Department
P.O. Drawer 5160, Room 541
Santa Fe, NM 87502
(P) 505-470-7494

Contractor

Julie Sanchez
Youth & Family Services Division
Director
City of Santa Fe
500 Market St, Ste. 200
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.
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- 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.

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. Intensive Community Monitoring Program:
 - 1. Decreased recidivism; and
 - 2. Less time served in detention during the follow-up period of seven hundred ninety (790) days.
- C. Gender Specific:
 - 1. Decreased drug use;
 - 2. Increased social competence (both parent and teacher observed);
 - 3. Increased cumulative GPA; and
 - 2. Student attitude toward drug use.

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. Intensive Community Monitoring Program:
 - 1. Decrease of five percent (5%) in negative criminal behavior;
 - 2. Increase of five percent (5%) 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

- C. Gender Specific:
1. Reduced bullying and other negative behaviors among both genders;
 2. Reduced body image issues;
 3. Increased team building;
 4. Increased understanding that both genders have similar issues that need to be addressed and remedied; and
 5. Increased attendance at school, better grades and better behavior.

Attachment 2 – Budget is hereby amended to read as follows:

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

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$22	x 700 Hours	= \$15,400
Travel			= 480
Youth Committee Members			= 300
5% Program Support			= <u>4,111</u>
			\$20,291
B. <u>Strengthening Families Program:</u>			
Based on serving 50 Youth			
Youth Group	\$165	x 84 Session	= \$13,860
Adult Group	\$165	x 60 Session	= <u>13,860</u>
			\$27,720
C. <u>Intensive Community Monitoring Program:</u>			
Based on serving 34 Youth			
Intake/Assessment	\$65	x 34 Youth	= \$2,210
Case Management	\$40	x 306 Hours	= 12,240
Family Support	\$40	x 136 Hours	= 5,440
Home Visit	\$40	x 100 Visits	= 4,000
Discharge Plan	\$75	x 34 Youth	= <u>\$2,550</u>
			\$26,440
D. <u>Gender Specific:</u>			
Based on serving 50 Youth			
Girls Circle	\$165	x 32 Circles	= \$5,280
Boys Council	\$165	x 40 Sessions	= <u>6,600</u>
			\$11,880
Total Grant Award not to exceed:			<u>\$86,331</u>

The 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	\$86,331
40% Minimum Match Liability for City of Santa Fe	<u>\$34,532</u>
Projected Budgeted Amount	\$120,863

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

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY22: July 1, 2021 through June 30, 2022:

The total amount of the contract for FY22 shall not exceed \$86,331.00

State General Fund: FY21: \$86,331.00
State General Fund: FY22: \$86,331.00
State General Fund: FY23: \$86,331.00
State General Fund: FY24: \$86,331.00
Total = \$345,324.00

All other articles of this Agreement remain the same.

IN WITNESS WHEREOF, the Agency and the 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.

CONTRACTOR – City of Santa Fe

Am
Authorized Signatory

Date: Jul 15, 2021

Mayor
Printed Title of Authorized Signatory

Attest: *Kristine Mihelcic*
Kristine Mihelcic (Jul 18, 2021 23:51 MDT)
City Clerk GB MTG 6/30/21 *XIV*

Date: Jul 18, 2021

Marcos Martinez
Marcos Martinez (May 3, 2021 08:05 MDT)
Legal Counsel, Contractor

Date: May 3, 2021

Alexis Lotero
Alexis Lotero (Jul 15, 2021 16:38 MDT)
Finance Director

Date: Jul 15, 2021

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approval as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____