



# City of Santa Fe, New Mexico

# memo

**Date:** April 16, 2014

**To:** Finance Committee and City Council

**Via:**   
Isaac J. Piro, Community Services Department Director  
Terrie Rodriguez, Youth and Family Services Division Director 

**From:** Richard De Mella, Juvenile Justice Planner. 

---

## ITEM

Request approval of The State of New Mexico Children Youth and Families Department (CYFD) agreement # 15-690-17240 in the amount of \$180,159.00 in juvenile services revenue business unit #21516-490250.

## SUMMARY

The City of Santa Fe has received a grant from the State of New Mexico Children, Youth and Families Department (CYFD) totaling \$180,159.00 for FY 14-15, the funding will be distributed as follows:

- |                                       |              |
|---------------------------------------|--------------|
| • Intensive Community Monitoring, FTE | \$46,400.00  |
| • Gender Specific Programming         | \$ 5000.00   |
| • Continuum Facilitator               | \$15,008.00  |
| • Day Reporting Program               | \$75,000.00  |
| • Mentoring                           | \$ 31,531.00 |
| • Strengthening Families              | \$ 7,220.00  |

To fulfill the conditions of the state grant the Youth and Families Services Division will coordinate services through the Santa Fe Regional Juvenile Justice Board outlined in the CYFD scope of work.

## ACTION RECOMMENDED

Approval of CYFD agreement of \$180,159.00 in expenditure business unit #22768.510300.

STATE OF NEW MEXICO  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
AGREEMENT

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**, all terms and conditions of the RFI: 13-690-00-10811 and the Contractor's response to such document(s) have met the Agency requirements;

**WHEREAS**, the Agency is the state agency designated to receive and administer federal funds and the Agency 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 NOT BECOME EFFECTIVE UPON WHICH IT IS EXECUTED BY AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **JUNE 30, 2015** 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.

**ARTICLE III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed One hundred eighty thousand one hundred fifty-nine dollars ( **\$180,159.00**). 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. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement

without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**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**

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. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3—Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

**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.

**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 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.

**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 CYFD 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 Procuring 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national

origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**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 was placed when this transaction was 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 agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance

to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

**ARTICLE XXI. Background Checks**

CYFD 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. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD 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. A CYFD 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. Health Insurance Portability and Accountability Act of 1996**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

**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.

**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 –**

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Title of Authorized Signatory

\_\_\_\_\_  
Legal Counsel, Contractor

Date: \_\_\_\_\_

**Agency – Children, Youth and Families Department**

\_\_\_\_\_  
Secretary or Designee, CYFD

Date: \_\_\_\_\_

**Approved as to legal form and sufficiency.**

\_\_\_\_\_  
Office of General Counsel, CYFD

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
KELLEY A. BRENNAN,  
INTERIM CITY ATTORNEY

*Judith Amador for 4/15/14*

APPROVED:

\_\_\_\_\_  
MARCOS A TAPIA, DIRECTOR  
FINANCE DEPARTMENT

REVENUE BUSINESS UNIT NUMBER  
22768.510300

**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 in Santa Fe for youth who have been arrested or referred to the juvenile probation office or are at-risk of such referral.

**Performance Measures:**

- A. The number of youth served in the programs.
- B. Number of youth completing all program requirements.
- C. The number of youth who offend or re-offend while in the programs or offend or re-offend within 90 days of completing the programs.

**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 Board.

The CAB will:

- 1. Develop and improve the ‘Comprehensive Strategy Plan’ for juvenile justice and detention reform in Santa Fe to be updated a minimum of once per year;
- 2. Set policy for the Comprehensive Strategy Plan and the activities supported under this Agreement;
- 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Statement of Work;
- 4. Provide oversight for the programs/services identified in the Statement 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.

B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:

1. Organize, coordinate and provide staff support for the Board; this will include board development activities in conjunction with the board 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 30 days of the meeting;
3. Submit to Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Invoice and Expense Report forms, signed and dated by an authorized agent of the Contractor, to insure that requests for reimbursement are submitted by the due date of the fifteenth day of the following month, unless otherwise approved by the agency Program Manager in advance;
4. Provide data reports as required by the federal government, corresponding to the activities described in this Statement of Work. The Agency's Program manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency's Program Manager and must accompany the monthly request for reimbursement. 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.
5. Provide Agency standardized progress reports monthly.
6. Submit to the Agency a written "Final Report" prior to 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. a year plan for sustainability of programs/services; and
  - b. accomplishments/milestones achieved during this agreement period; and
  - c. statements regarding achievements, obstacles and progress made regarding performance measures and related outcomes; and
  - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative programs and services.
7. Attend meetings as required by the Agency.

C. Contract with or hire for the following services and ensure that the related goals, objectives and performance measures are achieved:

**1. Intensive Community Monitoring (ICM) -**

**Goal:** Reduce recidivism and divert youth from further involvement in the juvenile justice system.

**Objective:** To provide temporary alternative to detention and case management for youth referred by the juvenile probation office. Services include: assessments; home visits, daily phone contact and site visits to school or work to ensure that youth complete all required activities. Youth are seen a minimum of three times a week, receive daily phone contact, and at least two weekly additional contacts, by phone or in person, at school or in the community.

**Performance Measures:**

- A. Number and demographics of youth referred to the program.
- B. Number of intake assessments completed.
- C. Number of successful contacts with youth while enrolled in the program.
- D. Number of youth who successfully complete all activities as required.
- E. Number of youth who complete the program.

**2. Gender Specific Program for Girls -**

**Goal:** To increase girls' self-esteem and positive relationship skills in order to reduce risk of delinquent behavior.

**Objective:** To provide the VOICES program, an evidenced-based curriculum that includes facilitated modules that will be held for 90 minutes per session, to girls at-risk of involvement in the juvenile justice system.

**Performance Measures:**

- A. Number and demographics of youth referred to the program.
- B. Number of sessions executed throughout the year.
- C. Number of youth who complete all sessions as required.

**3. Day Reporting Center -**

**Goal:** Reduce recidivism and divert youth from further involvement in the juvenile justice system.

**Objectives:** To provide a non-secure alternative to secure detention for youth 12 to 18 years old who are on probation. The youth are required to report to the Day Reporting Center, housed in the Youth Development Program (YDP) facility, from 8:30 a.m. to 4:30 p.m. every day the YDP is open. Services to be provided include: supervision; academic support to obtain or maintain academic credit; life skills education; social skills education.

**Performance Measures:**

- A. Number and demographics of youth served in the program.
- B. Number of youth who attend all days as required.
- C. Number of youth who obtain or maintain academic credit while in the program.
- D. Number of youth who successfully complete the program.
- E. Number of youth who do not re-offend in the 90 days after completing the program.

**4. Strengthening Families -**

**Goal:** Divert youth from involvement in the juvenile justice system by enhancing communication skills, coping skills and parenting skills in the families of youth at risk for involvement with the juvenile justice system.

**Objective:** To provide educational groups utilizing curriculum from the best practice model Strengthening Families Program (SFP) to middle school youth who are at-risk of involvement in the juvenile justice system and their families. This will include seven 2-hour sessions conducted weekly and are broken out in sessions for youth, sessions for parents or guardians, and sessions for youth and family together.

**Performance Measures:**

- A. Number and demographics of youth participating in the program.
- B. Number of sessions that are offered throughout the year.
- C. Number of youth who complete all sessions as required in the curriculum.
- D. Number of parents or guardians who complete all sessions as required in the curriculum.
- E. Number of youth who do not exhibit delinquent behavior in the 90 days after completing the program.

**5. Continuum Consultant -**

**Goal:** To help facilitate the cohesion of the Santa Fe Continuum and to identify gaps in processes, staffing and programming in order for it to more effectively function independently.

**Objectives:**

- 1) To identify issues in current programs that require the intervention or action of the consultant and continuum staff and document corrective actions taken, outcomes, and next steps. Documentation will also identify continuum staff and/or board members who will follow-up with the issues and execute next steps.
- 2) To identify issues or gaps in the Community Advisory Board and propose resources and a written work plan to address them. The work plan will identify continuum staff and/or board members who will execute identified work plan activities. It will be updated no less than 3 times in the year, with the final update due at the end of the contract period and will include how board development has progressed and identify goals and objectives for the board going forward.
- 3) To train and provide written guidelines to the continuum staff in how to identify sources of local data and other necessary resources in order to identify and establish the need and capacity for existing or additional programming. Written guidelines should provide resources and

information to assist continuum staff with any grant applications and/or reporting needs or requirements.

- 4) To provide written guidelines regarding budget management and program oversight to continuum staff and the Community Advisory Board.

**Performance Measures:**

- A. Ongoing written documentation of corrective action activities, outcomes and work plan for next steps regarding issues in current programs to be submitted to the Agency monthly.
- B. The successful completion of a proposed work plan identifying issues or gaps in the Community Advisory Board no later than October 1, 2014.
- C. The successful completion of an update to the work plan identifying issues or gaps in the Community Advisory Board no later than January 1, 2014.
- D. The successful completion of a final update to the work plan identifying issues or gaps in the Community Advisory Board no later than June 30, 2014.
- E. The successful completion of written guidelines to continuum staff in how to identify sources of local data and other necessary resources in order to identify and establish the need and capacity for existing or additional programming no later than September 15, 2014.
- F. The successful completion of written guidelines regarding budget management and program oversight to continuum staff and the Community Advisory Board no later than June 1, 2015.

**6. Communities in Schools -**

**Goal:** To reduce dropout and increase graduation rates of youth at risk of involvement in the juvenile justice system.

**Objectives:** To work in partnership with school staff to provide case management services to youth at risk of involvement in the juvenile justice system. This includes assessments and individual student case management intervention plans that identify wrap-around services for youth and families in order to re-engage and retain youth in schools.

**Performance Measures:**

- A. Number and demographics of youth enrolled in the program.
- B. Number of assessments that are completed.
- C. Number of individual student case management intervention plans that are completed.
- D. Number of youth who attend all sessions as required.
- E. Number of parents or guardians that attend all sessions as required.
- F. Number of youth and/or families that access services identified on the intervention plans.
- G. Number of youth who complete all program elements as required.

- H. Number of youth who demonstrate and increase in performance and academic grades.

### **Duties and Responsibilities**

#### **The Contractor Shall:**

- A. Ensure that the Santa Fe Continuum meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal law.
- 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 the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Sub-grantee 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.
- D. Attend meetings and training as required by the Agency.
- E. Provide copies of Santa Fe Continuum board meeting minutes within ten (10) days of meeting.
- F. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- G. 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 ninety (90) days, 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 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.
- H. Submit reimbursements to the Agency no later than fifteen (15) days after the end of each month. At a minimum, payment documentation must include:
  - A. The approved CYFD Invoice;
  - B. The approved CYFD Expenditure Report;
  - C. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, timesheets, payroll registers, budget details, or copies of checks.
- I. Submit monthly programmatic reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be on the Agency-provided form and format and is unacceptable in any other formats or hand written.
- J. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program will be submitted within fifteen (15) days of the termination date of this agreement. The submission of all reports are to be on the Agency-provided form and format and is unacceptable in any other formats or hand written.

- K. The Contractor agrees to comply with any 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.
- L. Through the Budget Adjustment Request 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 Budget Adjustment Requests must be submitted to the Agency no later than 45 days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.

**The Department 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. Review:
  - 1. Subcontracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this agreement.
  - 2. The Juvenile Justice Continuum Board activities and member participation in periodic meetings of the Board, 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.

**Attachment 2 – Budget**

	*ICM	*Gender Specific Services for Girls	Day Reporting Center	Strengthening Families	Continuum Consultant	Communities in Schools		
Personnel	\$0	\$0	\$50,000	\$1,950	\$0	\$27,306		
Benefits	\$0	\$0	\$18,000	\$683	\$0	\$4,225		
Contractual	\$44,000	\$5,000	\$0	\$3,787	\$15,008	\$0		
Travel	\$2,400	\$0	\$0	\$0	\$0	\$0		
Supplies	\$0	\$0	\$7,000	\$800	\$0	\$0		
Other Costs	\$0	\$0	\$0	\$0	\$0	\$0		
<b>TOTAL</b>	<b>\$46,400.00</b>	<b>\$5,000</b>	<b>\$75,000.00</b>	<b>\$7,220.00</b>	<b>\$15,008.00</b>	<b>\$31,531.00</b>		<b>\$180,159.00</b>

**Santa Fe County**

The Contractor shall be required to demonstrate that at least forty percent of the cost of the proposed project will be paid 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 grant funds and must be reported on the monthly invoices.

\*ICM and Gender Specific Services provider to be paid no more than \$28 per hour for contractual services.

\*\*Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

**FUNDING INFORMATION:**

General Fund

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

*Revised September 3, 2013*

*Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.*

## ADMINISTRATIVE STANDARDS

### For Non-Profit Organizations (with the exception of New Mexico higher education institutions)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
  - a. Membership (types, qualification, rights, duties);
  - b. Size of Board of Directors;
  - c. Method of selection and removal;
  - d. Duties and responsibilities of officers;
  - e. Committees;
  - f. Quorums;
  - g. Recording of minutes;
  - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

**For All Contractors**

**Personnel**

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
  - a. Job title;
  - b. Salary range;
  - c. Duties;
  - d. Responsibilities of the positions;
  - e. Required minimum experience;
  - f. Required minimum training;
  - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
  - a. Job description;
  - b. Initial application/resume;
  - c. Documentation of reference letters;
  - d. Result of employment investigation;
  - e. Background checks;
    1. CYFD 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. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD 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. A CYFD 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.
  - f. Education/experience required;
  - g. Wage and salary information;
  - h. Job performance evaluation;

- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

### Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

## FISCAL STANDARDS

### For All Contractors

#### Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.

#### Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.

3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
  - a. Description of property;
  - b. Serial number or other ID number;
  - c. Date of purchase;
  - d. Acquisition cost by funding source(s);
  - e. Location and use of property;
  - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
  - a. Handling of cash/checks;
  - b. Handling of voided checks;
  - c. Authorized check signatures;
  - d. Bank reconciliations;
  - e. Separation of duties;
  - f. Accounting system;
  - g. Travel;
  - h. Cost allocation method;
  - i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

**NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.**

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.

2. Audits for a contractor receiving under \$150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department’s Contract/Audit Unit within three (3) months of the contractor’s fiscal year end.
  - b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
  
3. Audits for a contractor receiving \$150,000.00 to \$300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall have an Independent Auditor’s Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end.
  - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
  
4. Audits for a contractor receiving \$300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
  - a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department’s Contract/Audit Unit within nine (9) months of the contractor’s fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and U.S. Office of Management and Budget, Circular A-21, Cost Principles for Educational Institutions. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.
6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department  
Contract/Audit Unit  
P.O. Box 5160  
Santa Fe, NM 87502

## SOURCE SHEET

### ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

### COST PRINCIPLES

OMB Circular A-21, Cost Principles for Educational Institutions

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

### AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

**Attachment 4 – Business Associate Agreement**

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of the individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.