



Agenda

CITY CLERK'S OFFICE

DATE 5/11/16 TIME 2:48 PM

SERVED BY Richard DeMella

RECEIVED BY SS888

SANTA FE REGIONAL JUVENILE JUSTICE BOARD

Thursday May 19th 2016

5:15-6:15 P.M.

City of Santa Fe Offices Rail Yard

500 Market Station

Suite 200

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Introductions of Board Members and Guests
- V. Approval of minutes April 21st, 2016 and May 10, 2016
- VI. Financial Report – Richard De Mella
 - A. Budget – Detailed Budget and Financial Report
 - B. Approve of Financial Report
- VII. Presentations:
- VIII. Matters from the Board
 - A. FY 16/17 CYFD Agreement
- IX. Matters from the Public
- X. Next Meeting June 16th, 2016
- XI. Adjournment

PERSONS WITH DISABILITIES IN NEED OF ACCOMMODATIONS, CONTACT THE CITY CLERK'S OFFICE AT 955-6520, FIVE (5) WORKING DAYS PRIOR TO MEETING DATE.

**SF Regional Juvenile Justice Board
Index
Meeting of May 19, 2016**

Cover Sheet		0
Call to Order	The Santa Fe Regional Juvenile Justice Board was called to order at 5:19 p.m. by Mark Dickson, Vice Chair.	1
Roll Call	A quorum was established by roll call.	1
Approval of the Agenda	Deacon Trujillo moved to approve the agenda as presented with a second from Mr. Lovato which passed by voice vote.	1
Introductions of Board Members and Guests		1
Approval of the Minutes of April 21, 2016 and May 10, 2016	Deacon Trujillo moved to approve the minutes of April 21, 2016 and May 10, 2016 as amended with a second from Mr. Lindahl which passed by voice vote.	2
Financial Report- A.) Budget-Detailed Budget and Financial Report B.) Approval Financial Report	Deacon Trujillo moved to approve the Financial Report as presented with a second from Mr. Lindahl which passed by voice vote.	2,3 3
Presentations:		3
Matters from the Board A.) FY 16/17 CYFD Agreement	Judge Sommer moves to place the extra money (\$1,654) to Pomegranate Studios with a second from Mr. Lindahl which passed by voice vote.	3
Matters from the Public		4
Next Meeting June 16, 2016		4
Adjournment	There being no further business to come before the Santa Fe Regional Juvenile Justice Board the meeting was adjourned at 6:15 p.m.	4
Signature Page		4

Santa Fe Regional Juvenile Justice Board Meeting
CYFD Offices 1920 5th Street, Santa Fe, NM 87505
May 19, 2016
5:15 p.m. to 6:15 p.m.

1. Call to Order

The Santa Fe Regional Juvenile Justice Board was called to order at 5:19 p.m. by Mark Dickson, Vice Chair. A quorum was established by roll call.

2. Roll Call

Present

Mark Dickson, Vice Chair
Ted Lovato
Pooja Pathak
Richard Lindahl
Deacon Anthony Trujillo
Judge Mary Marlowe Sommer
Jennifer Romero

Excused

Sam Jackson, Chair
Jesus Vargas, Student Rep.

Staff Present

Richard DeMella, City Liaison

Others Present

Linda Vigil, Stenographer
Sgt. David Webb, SFPD Crimes Against Children
Mary Louise Romero, ICM
Mary Ellen Gonzales, Restorative Justice
Shelly Mann-Lev, Santa Fe Public Schools

3. APPROVAL OF THE AGENDA

MOTION: *Deacon Trujillo moved to approve the agenda as presented with a second from Mr. Lovato which passed by voice vote.*

4. INTRODUCTIONS OF MEMBERS AND GUESTS

Introductions were made by those present.

5. APPROVAL OF MINUTES: April 21, 2016 and May 10, 2016

Corrections:

April 21, 2016 Minutes-

Index Spelling of Judge ~~Somer~~ change to Judge Sommer

Index change approve minutes-if to minutes of

Page 1 Roll Call spelling of ~~Peohja Pathka~~ to Pooja Pathak

May 10, 2016 Minutes-

Page 1 Roll Call spelling of ~~Peohja Pathka~~ to Pooja Pathak

MOTION: Deacon Trujillo moved to approve the minutes of April 21, 2016 and May 10, 2016 as amended with a second from Mr. Lindahl which passed by voice vote.

6. FINANCIAL REPORT-Richard DeMella

A.) Budget-Detailed Budget and Financial Report

Mr. DeMella reviewed the detailed budget and financial report (See Exhibit A). Mr. DeMella reported that ICM is running again, there are billings from CIS, Restorative Justice and Strengthening Families.

Mr. DeMella reported there may be money to give back. The Day Reporting Program billed but that invoice will be held. Mr. DeMella wants to be assured CYFD will pay the City back.

Mr. Lovato asked if there is a conflict through the payment source for the reimbursement. Mr. Dickson would like to be more informed about the financials as the Vice Chair. He would like to see it be more efficient and see what things are being accomplished things in these meetings.

Mr. Lovato discussed the two pieces he feels are important to the Board. They are to know more about the fiscal piece and review programs and determine if services are being delivered. He would like to see a summation of the payroll and background information, not the entire packet. Mr. DeMella explained it is a requirement from CYFD.

Judge Sommer discussed her experience in Los Alamos where at their Board meetings the providers attend and give a brief report. This Board has a finite amount of money and as a board they should review the programming and choose the services that best serve the community.

Mr. Lindahl agrees, documents required by CYFD are not as important as the outcomes of the programs. The amount given for next year is very low. Perhaps a retreat should be scheduled for the Board to discuss the programs now and possibly new ones.

Mr. DeMella explained in October he will need to prepare the RFP for services. The retreat would have to be scheduled in August. A discussion was held about holding the retreat privately just for Board members.

Mr. DeMella reported that Mr. Sanchez will be using a data specialist to collect data and report outcomes for his programs and he is willing to extend the service to the Board. Right now the requirements by JJAC and CYFD mostly report demographics to DFA. This would allow more detailed information.

Deacon Trujillo discussed the importance of site visits.

Ms. Mann-Lev expressed her concern with the small amount of funding and discussed the Rio Arriba programs and funding. They did not receive as many cuts and often times they have money left over. She also believes it would be great to have the data specialist.

Mr. Lindahl recommended perhaps having the meetings at the sites. A brief discussion was held about that possibility. Several of the programs deal with confidential information or operate only within working hours. Mr. Dickson suggested having a rotating report or presentation at each Board meeting. Judge Sommer agreed as long as there is data brought to the Board.

MOTION: Mr. Lovato moved to hold a retreat in August to discuss future programs and services with a second from Judge Sommer which passed by voice vote.

A discussion was held about scheduling the retreat and having it for Board members only. Mr. DeMella will check with the City Clerk. Mr. DeMella will need to post it 10 days in advance, the Board will agree on a date.

B.) Approval of Financial Report

MOTION: Deacon Trujillo moved to approve the Financial Report as presented with a second from Mr. Lindahl which passed by voice vote.

7. PRESENTATIONS:

There were not any presentations to be made.

8. MATTERS FROM THE BOARD

A.) FY 16/17 CYFD Agreement

Mr. DeMella reviewed the FY 16/17 CYFD Agreement (See Exhibit B). Mr. DeMella explained the new billing table. This is how the billing will be done from now on. Mr. DeMella will meet with each individual provider to explain. There is one item that will need to be corrected, Mr. DeMella will present it at the next meeting.

Mr. Lovato summarized, with this agreement the Board can review and decide which programs are working and perhaps review some new programs. Perhaps if there are additional funds available they can be requested.

A brief discussion was held about the issue with the Day Reporting program and how to avoid losing a program and funds again.

Ms. Romero asked about the amount allowed for tutoring. Mr. DeMella explained that amount was pre-determined by CYFD.

Mr. DeMella reported the Teen Summit report will be coming out next week. He will distribute it to the Board to review. The report will go before the Mayor's Youth Advisory Board then to the Children and Youth Commission.

Mr. DeMella reported the Diner Hub will be starting in July. Mr. DeMella explained how it will work and the tutoring component to it. Mr. Lovato would like to receive some literature to have passed out at the meeting for the homeless community coming up.

Mr. Lindahl asked about the sub categories in the report prescribed by CYFD. Mr. DeMella stated the particular portion under Community in Schools will need to be corrected. Mr. Lindahl believes the strategic planning retreat will be very helpful. Perhaps a subcommittee could be formed before the retreat.

Ms. Romero briefly reviewed the purpose for the meeting on May 10th and summarized the decision to place the excess money into the May Center, Pomegranate Studios and Summer School. This year Summer School is free of charge so that amount will need to be placed one of the other two programs.

MOTION: Judge Sommer moves to place the extra money (\$1,654) to Pomegranate Studios with a second from Mr. Lindahl which passed by voice vote.

Deacon Trujillo discussed an email he received about a seminar for boys in crisis coming to Santa Fe this summer. Mr. DeMella will forward the email to the Board.

Judge Sommer thanked Mr. Dickson for picking up the responsibility as Chair while Mr. Jackson is out. Mr. Dickson thanked the Board members for helping him.

9. MATERS FROM THE PUBLIC

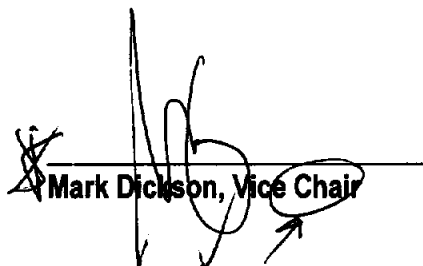
Ms. Mann-Lev reported that there are two new programs that have launched and are running.

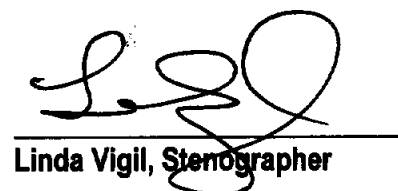
10. NEXT MEETING June 16, 2016

11. ADJOURNMENT

There being no further business to come before the Santa Fe Regional Juvenile Justice Board the meeting was adjourned at 6:15 p.m.

SIGNATURES


Mark Dickson, Vice Chair
Sam Jackson


Linda Vigil, Stenographer

CHILDREN, YOUTH, AND FAMILIES - EXPENDITURE REPORT

CONTRACTOR/GRANT NAME: _____

City of Santa Fe

Check which applies:

PROGRAM EXPENDITURE REPORT (X)

CONTRACT/GRANT PERIOD: _____

10-18436

MATCH EXPENDITURE REPORT ()

BILLING FOR PERIOD OF: _____

April 2016

Use this form to budget and request reimbursement for expenditures and to report match requirement.

ACCOUNT DESCRIPTION <small>INSERT YOUR LINES EXACTLY FROM THE BUDGET WITHIN YOUR CONTRACT IN THIS COLUMN</small>	APPROVED BUDGET <small>INSERT YOUR BEGINNING AMOUNTS IN THIS COLUMN</small>	CURRENT BILLING <small>INSERT YOUR CURRENT BILLING IN THIS COLUMN</small>	PREVIOUS BILLINGS <small>TOTAL PREVIOUS BILLINGS LESS CURRENT BILLING</small>	BUDGET BALANCE
Continuum- Contractual	\$0.00			\$0.00
Travel	\$522.00		\$521.60	\$0.40
Youth Committee	\$300.00			\$300.00
ICM- Contractual	\$60,046.00		\$42,108.00	\$17,938.00
Travel	\$0.00			\$0.00
Gender Specific- Contractual	\$8,000.00			\$8,000.00
				\$0.00
Day Reporting- Personnel	\$23,925.00			\$23,925.00
Benefits	\$8,613.00			\$8,613.00
Contractual	\$6,699.00			\$6,699.00
Strengthening Families- Personnel	\$6,489.79			\$6,489.79
Benefits	\$0.00			\$0.00
Contractual	\$899.97	\$899.97		\$0.00
Supplies	\$433.24	\$433.24		\$0.00
Communities in Schools- Personnel	\$38,754.00	\$8,691.72	\$19,308.28	\$10,754.00
Benefits	\$4,744.00	\$361.68	\$1,816.32	\$2,566.00
Restorative Justice- Contractual	\$23,925.00	\$4,664.00	\$3,807.20	\$15,453.80
GRAND TOTAL - THESE FIGURES MUST MATCH THE AMOUNTS ON THE FRONT INVOICE FORM	\$183,351.00	\$15,050.61	\$67,561.40	\$100,738.99

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND THAT PAYMENT HAS NOT BEEN RECEIVED.

AUTHORIZED SIGNATURE

05/12/16

DATE

Oscar Rodriguez, Finance Director

Printed Name and Title

CHILDREN, YOUTH, AND FAMILIES - EXPENDITURE REPORT

CONTRACTOR/GRANT NAME: City of Santa Fe

Check which applies:

CONTRACT/GRANT PERIOD: July 1, 2015- June 30, 2016

PROGRAM EXPENDITURE REPORT ()

BILLING FOR PERIOD OF: April 2016

MATCH EXPENDITURE REPORT (X)

Use this form to budget and request reimbursement for expenditures and to report match requirement.

ACCOUNT DESCRIPTION <small>INSERT YOUR LINES EXACTLY FROM THE BUDGET WITHIN YOUR CONTRACT IN THIS COLUMN</small>	APPROVED BUDGET <small>INSERT YOUR BEGINNING AMOUNTS IN THIS COLUMN</small>	CURRENT BILLING <small>INSERT YOUR CURRENT BILLING IN THIS COLUMN</small>	PREVIOUS BILLINGS <small>TOTAL PREVIOUS BILLINGS LESS CURRENT BILLING</small>	BUDGET BALANCE
Juvenile Justice Planner	\$24,791.30	\$0.00	\$17,677.04	\$7,114.26
I.C.M.	\$1,260.00	\$0.00	\$1,260.00	\$0.00
Restorative Justice	\$3,735.20	\$0.00	\$3,735.20	\$0.00
Santa Fe County Youth Development	\$43,553.50	\$76,673.51	\$43,553.50	\$0.00
GRAND TOTAL - THESE FIGURES MUST MATCH THE AMOUNTS ON THE FRONT INVOICE FORM	\$73,340.00	\$76,673.51	\$66,225.74	-\$69,559.25

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND THAT PAYMENT HAS NOT BEEN RECEIVED.


AUTHORIZED SIGNATURE

05/12/16

DATE

Oscar Rodriguez, Finance Director

Printed Name and Title

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, 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 BECOME EFFECTIVE UPON WHICH IT IS EXECUTED BY AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **(June 30, 2017)** 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 HUNDREDED THIRTY THREE THOUSAND THREE HUNDRED NINETY FIVE DOLLARS AND ZERO CENTS (\$133,395.00)**. 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://insurenwnewmexico.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.

ARTICLE XXIV. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in Attachment 5, Suspension and Debarment Form.

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

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – Children, Youth and Families Department

Monique Jacobson, CYFD Secretary or Designee

Date: _____

Approved as to legal form and sufficiency.

Michael Heitz, CYFD General Counsel or Designee

Date: _____

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 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.

- 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. 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;
4. 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.
5. Provide the 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;
 - b. accomplishments/milestones achieved during this Agreement period;
 - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
 - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
7. 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 2017, 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. Intensive Community Monitoring;
2. Communities and Schools;
3. Restorative Justice;
4. Gender Specific;
5. Educational Re-engagement; and
6. Tutoring.

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 hand written.

- 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 hand written.
- 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.
- N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency

Dorothy Mendonca
 JJAC Program Manager
 Children, Youth and Families Department
 PO Drawer 5160, Room 542
 Santa Fe, NM 87502
 (P) 505-469-5325

Contractor

Teresita Garcia
 Asst. Finance Director
 City of Santa Fe
 PO Box 909
 Santa Fe, NM 87104
 (P) 505-955-6532

- 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 Subgrantees, 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. Age;
- 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;
- N. Number of program youth who reported being satisfied with the program;
- O. Total number of program families; and
- P. Number of program families who report being satisfied with the program.

Performance Measures:

- A. Alternatives to Detention:
 1. Number of detention alternative program options;
 2. Number of program youth receiving risk assessments (RAI); and
 3. Number of program youth who return to all scheduled hearings.
- B. Delinquency Prevention:
 1. Number of parents served;
 2. Number of program youth who received services for substance use;
 3. Number of program youth with noted behavioral change;
 4. Number of program youth who received services substance abuse behavior;
 5. Number of program youth with improved school attendance;
 6. Number of program youth who received services for this behavior;
 7. Number of program youth who exited the program having completed the program requirements.

- C. Diversion:
1. Total number of program youth who received services for diversion behavior;
 2. Number of youth with noted behavior change;
 3. Number of first time offenders; and
 4. Number of youth formally processed.
- D. Mentoring:
1. Total number of mentors;
 2. Total time, in days, of service across all mentors for this reporting period;
 3. Number of youth in the program who received mentoring services;
 4. Number of youth in the program with noted behavior change;
 5. Number of mentors who returned the survey;
 6. Number of mentors who reported being satisfied with the program;
 7. Number of volunteer advocates in the program; and
 8. Number of volunteer advocates remaining active until case completion.
- E. Restitution/Community Service:
1. Amount of restitution owed this reporting period;
 2. Amount of restitution paid this reporting period;
 3. Amount of restitution carried over from last reporting period;
 4. Number of current program youth charged with a probation violation;
 5. Number of crime victims served by the program;
 6. Number of crime victims served that returned a survey; and
 7. Number of crime victims who report being satisfied with the program.
- F. Restorative Justice:
1. Number of case dispositions;
 2. Number of case dispositions that included restorative justice;
 3. Number of crime victims;
 4. Number of crime victims to participate in restorative justice;
 5. Average time in hours spent by the victims' advocates with victims;
 6. Average number of contacts between victim and victim advocates;
 7. Number of cases in which community members had input into the offender disposition;
 8. Number of offenders ordered to pay restitution;
 9. Number of offenders that pay restitution;
 10. Total number of offenders handled;
 11. Number of youth to have restorative justice requirements; and
 12. Number of youth to successfully complete their restorative justice requirements.

PULL TOGETHER

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.
4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

Attachment 2 – Budget

City of Santa Fe

A.	<u>Continuum and Board Activities:</u>			
	Youth Committee Members			<u>\$300</u>
B.	<u>Intensive Community Monitoring:</u>			
	Intake	\$75 x 60 Youth	=	\$ 4,500
	Client Support	\$40 x 385 Hours	=	15,400
	Client Intervention	\$40 x 385 Hours	=	15,400
	Family Intervention	\$40 x 77 Youth	=	3,080
	Family Support	\$40 x 77 Youth	=	3,080
	Case Management	\$40 x 231 Youth	=	9,240
	Final Court Report	\$75 x 77 Youth	=	5,775
	Attendance to Court	\$40 x 50 Hours	=	<u>2,000</u>
				\$58,475
C.	<u>Communities in Schools:</u>			
	Intake	\$40 x 180 Youth	=	\$ 7,200
	Client Support	\$40 x 253 Hours	=	10,120
	Implementation Plan	\$40 x 180 Youth	=	7,200
	Final Report	\$40 x 180 Youth	=	<u>7,200</u>
				\$31,720
D.	<u>Restorative Justice:</u>			
	Pre Conference Work	\$240 x 12 Youth	=	\$2,880
	Post Conference Work	\$240 x 12 Youth	=	2,880
	Conference	\$180 x 12 Youth	=	<u>2,160</u>
				\$7,920
E.	<u>Gender Specific:</u>			
	Voices	\$200 x 36 Classes	=	\$ 7,200
	Boys Council	\$190 x 30 Classes	=	<u>5,700</u>
				\$12,900
F.	<u>Education Re-engagement:</u>			
	Intake	\$75 x 50 Youth	=	\$3,750
	Client Support	\$40 x 51 Youth	=	2,040
	Client Intervention	\$40 x 51 Youth	=	2,040
	Plan Update	\$40 x 51 Youth	=	2,040
	School Support	\$40 x 51 Youth	=	2,040
	Family Support	\$40 x 51 Youth	=	2,040
	Family Intervention	\$40 x 51 Youth	=	2,040
	Case Management	\$40 x 51 Hours	=	<u>2,040</u>
				\$18,030
G.	<u>Tutoring:</u>			
	Tutoring	\$18 x 225 Hours	=	<u>4,050</u>
	Based on 75 Youth at 3 hours each			\$4,050

Total Grant Award not to exceed:

\$133,395

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	\$133,395
40% Minimum Match Liability for City of Santa Fe	<u>53,358</u>
Projected Budgeted Amount	\$186,753

*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:

Juvenile Continuum Grant Fund (State 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 April 18, 2016

Note: All contractors and subcontractors 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, executive, judicial, and legislative branches of state government)

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, federal body or higher education institutions. 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 as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
3. The contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
4. The contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or subcontractor (e.g., consultants or independent contractors) that may have a conflict of interest or conviction of a misdemeanor or felony, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The contractor, (with the exception of New Mexico higher education institutions, **executive, judicial, and legislative branches of state government**) 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 **executive, judicial, and legislative branches of state government**) 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 **executive, judicial, and legislative branches of state government**) 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, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
 - h. Cost allocation method;
 - i. Accounting policies for donations.
 - j. Conflict of Interest Policy

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 and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. 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 \$250,000.00 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 Net Position 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 \$250,000.00 to \$500,000.00 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.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Department funds must disclose how much funding is being received from governmental 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.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).

5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the "uniform guidance for federal awards" (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. 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.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
6. Financial Statements, Independent Auditor's Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

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

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

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

COST PRINCIPLES

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,

- Subpart A – Acronyms and Definitions
- Subpart B- General Provisions
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D- Post Federal Award Requirements
- Subpart E- Cost Principles
- Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

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 Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any 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 any 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 and/or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

Attachment 5

Children, Youth and Families Department

Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the CYFD relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the CYFD's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the CYFD, the CYFD may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the CYFD when it requests subcontractor approval from the CYFD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the CYFD may refuse to approve the use of the subcontractor.

By: _____
Contractor

Date: _____