City of Santa Fe

Community Services Department
Youth and Family Services Division

Request for Proposals:
Children and Youth Commission Funding

RFP # 20/21/P

PROPOSALS DUE:
March 31, 2020
3:00 p.m.

PURCHASING OFFICE
CITY OF SANTA FE
200 LINCOLN AVE, ROOM 122
SANTA FE, NEW MEXICO 87501

Dear Community Partners:

I am pleased to announce the release of our FY2021 Children and Youth Commission Funding. The City of Santa Fe Community Services Department holds a vision that all people in Santa Fe are connected to the resources they need to thrive. This is especially important for the children and youth of Santa Fe. If they and their families have what they need to thrive today, they will be better able to shape their own bright futures and the future of our City. I believe that this vision aligns with much of the important work our community non-profit agencies do to serve youth. Together, we seek better health and improved quality of life for the children youth of Santa Fe. We serve to see positive results in their lives—improved health, improved behavioral health, improved sense of safety, and more equitable access to opportunities that activate their full potential.

I also believe that, broadly speaking, we agree on core strategies that will help us reach those goals. We must provide healthcare, food, shelter, interpersonal safety, work, educational opportunities, and other key resources to those most in need in our community. But we must also help those we serve to connect to an array of resources in a lasting way. A well-coordinated system of care is crucial for those who rely on the safety net to get on their feet—and that system is made up of the many health and human service and educational providers brought into alignment, not only by their desire to help clients, but also by local funders and *our* alignment. Finally, we value the children, youth, and families we serve and want them to have a voice in shaping and impacting the kinds and quality of services they receive.

The Children and Youth Commission funding provides and maintains a "safety net" of services to meet the essential health and human service needs of the citizens of Santa Fe. The City of Santa Fe wishes to ensure that these essential services—including primary health care, access to basic material goods and services like food and shelter, and mental health counseling and related crisis services—are readily available to our residents. This year and beyond, we also intend to more directly support people in your agencies who help children, youth, and their families navigate a complex, sometimes challenging system of care. We also want to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on meeting that need. The Community Services Department itself provides direct services to residents of Santa Fe via our Senior Services Division, our Libraries, our After School and summer services for youth, as well as through the work of the municipal Public Defender in Drug Court and Homeless Court. Because we value collaboration, we aim to partner with you when possible in making these City services the best that they can be.

During the fall of 2019, the Children and Youth Commission underwent a semi-annual strategic planning retreat. The Commission's main focus was on evaluating and revising Priority Indicators and Outcomes and incorporating the framework into the Request for Proposal. We are excited to release the revised 2019 Request for Proposal. The Commission continues to strategically focus on end/results framework to ensure funding is having a direct impact on the overall health and Children and Youth system in our community. We don't only want people to be sheltered, we want them to be housed. We don't only want people to have access to emergency food, we want them to be food secure. We want, as you do, to focus on meaningful outcomes for the people of Santa Fe.

Thank you for helping us to create a community that cares for each other and works hard to connect our citizens to the resources they need to thrive. I appreciate your efforts and we look forward to receiving your proposal for FY 21.

Sincerely,

Kyra Ochoa
Community Services Department Director

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Additional Attachments:

1. Budget Attachments A, B, C
2. EEO/ADA Certificate
3. NON-COLLUSION AFFIDAVIT
4. Church/State Separation Certificate
5. Social Needs Screening Tool *(For Review Only)*
6. CSF Non-Disclosure and Conflict of Interest Statement *(For Review Only)*
7. Campaign Contribution Disclosure Form
8. Sample Contract *(For Review Only)*
9. Minimum Wage Ordinance
10. Juvenile Justice CYFD Funding Program Description

REQUEST FOR PROPOSALS

PROPOSAL NUMBER # 20/21/P

Proposals will be received by the City of Santa Fe and shall be delivered to the City of Santa Fe Purchasing Office, 200 Lincoln Ave, Room 122, Santa Fe, New Mexico 87501 at 3**:00 p.m. local prevailing time, March 31, 2020.** Any proposal received after this deadline will not be considered. This proposal is for the purpose of procurement of professional services for the following:

CHILDREN AND YOUTH COMMISSION FUNDING

The proponent's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful proponent will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for one hundred eighty (180) days subject to action by the City. The City reserves the right to reject any of all proposals in part or in whole. Proposal packets are available by contacting: Jessica Chavez, City of Santa Fe, Purchasing Office, 200 Lincoln Ave, Room 122, Santa Fe, New Mexico, 87501, (505) 955-6532

2/26/20

Frances A. Dunaway, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 02/26/2020
To be published on: 03/02/2020

Received by the Albuquerque Journal Newspaper on: 02/26/2020
To be published on: 03/02/2020

PROPOSAL SCHEDULE
RFP # '20/21/P

1.	Advertisement:	March 2, 2020
2.	Issuance of RFP:	March 2, 2020
3.	Technical Assistance Training: 3:30 p.m. to 5:00 p.m. 500 Market Station, Suite 200 Santa Fe, NM 87508 or 9:30 a.m. to 11:00 a.m. 500 Market Station, Suite 200 Santa Fe, NM 87508	March 10, 2020 March 12, 2020
4.	Receipt of proposals: City of Santa Fe Purchasing Office 200 Lincoln Ave, Room 122, Santa Fe, New Mexico 87501	March 30, 2020
5.	Review and Evaluation of proposals:	March 20 – April 6, 2020
6.	Potential interviews with applicants:	April 8 – April 9, 2020
7.	Children and Youth Commission Meeting Final Recommendations:	April 9, 2020
8.	Recommendation of award to Public Safety Commission Meeting:	April 21, 2020
9.	Recommendation of award to Finance Commission:	May 4, 2020
10.	Recommendation of award to City Council:	May 27, 2020
11.	Prepare contracts for Fiscal Year 2021	June 1, 2020
12.	Beginning of Fiscal Year 2021	July 1, 2020

DATES FOR CONSIDERATION BY THE CITY COMMISSIONS AND CITY COUNCIL ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

INFORMATION FOR PROPONENTS

1. RECEIPT OF PROPOSALS

The City of Santa Fe (herein called "City"), invites firms to submit one electric file and two sealed copies of the proposal with submittal requirements. Proposals will be received by the Purchasing Office no later than **3:00 p.m.** local prevailing time, on **March 31, 2020**.

The packets shall be submitted and addressed to the Purchasing Office, at 200 Lincoln Ave, Room 122 Santa Fe, New Mexico 87501. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time. "Overnight delivery" will be determined to be non-responsive if delivered late, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the envelope should clearly indicate the following information:

Proposal Number: '20/21/P
Title of the Proposal: CHILDREN AND YOUTH FUNDING
Name and address of the proponent:

Any proposal received after the time and date specified shall not be considered. No proposing organization may withdraw a proposal within 60 days after the actual date of the opening thereof.

2. PREPARATION OF PROPOSALS

Vendors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

This request for proposal may be canceled or any and all proposals may be rejected in whole or in part, whenever the City of Santa Fe determines it is in the best interest of the city.

3. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretation should be in writing addressed to, Purchasing Officer, 200 Lincoln Ave, Room 122 Santa Fe, New Mexico, 87501 and to be given consideration must be received at least (5) days prior to the date set for the receiving of proposals.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be delivered to all prospective firms not later than three days prior to the date fixed for the receipt of the proposals. Failure of any proposing firm to receive any such addenda or interpretations shall not relieve such firm from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe

4. LAWS AND REGULATIONS

The proposing firm's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the contract throughout. They will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

The proposal is to be awarded to multiple venders based on qualified proposals as per the enclosed rating system and at the discretion and consideration of the governing body of the City of Santa Fe. The selection Commission may interview multiple proponents; however, contracts may be awarded without such interviews. At its discretion the city reserves the right to alter the membership or size of the selection Commission. The City reserves the right to change the number of firms interviewed. The City may extend the purchase of goods under the Bid at the option of the City for a period of four (4) years from the date of the executed purchase order, subject to the agreement of the offeror.

6. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

7. CITY LOCAL PREFERENCE

A state of New Mexico Taxation and Revenue Department Resident Business Certification of eligibility must be attached. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Resident Business Certificate, the preference will not be applied.

The City shall apply the following definitions and preferences:

1) "resident business" means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22, and which shows that the resident business resides within the Santa Fe municipal limits.

2) When the city makes a purchase using a formal bid process, the public body shall deem a bid submitted by a resident business to be 3% percent lower than the bid actually submitted. In addition, if the bid includes subcontractors who are also resident businesses, the public body shall deem a bid submitted by a resident business with resident business subcontractors to be 6% lower than the bid actually submitted. If a non-resident business hires all resident business subcontractors, the public body shall deem the bid to be 3% percent lower than the bid actually submitted.

3) When the city makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the city shall award an additional:

   (a) three percent or the total weight of all the factors used in evaluating the proposals to a resident business; and

   (b) three percent or the total weight of all the factors used in evaluating the used in evaluating the proposals to a business with all resident business subcontractors.

4) When the city makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the city shall award additional points equivalent to:

   (1) three percent of the total possible points to a resident business: and

   (2) three percent of the total possible points to a business with all resident business subcontractors.

5) The maximum available local preference shall be 6%.

6) Competitive sealed proposals valued in excess of one million dollars ($1,000,000.00)

   (1) If the bid or proposal includes to subcontractors who are also resident business, the public body shall deem a bid or proposal submitted by a

resident business to be six percent (6%) lower than the bid actually submitted, if and only if at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses.

(2) If a non-resident business hires resident business subcontractors, the public body shall deem the bid or proposal to be three percent (3%) lower than the bid actually submitted, if and only at least fifty percent (50%) of the subcontracted services go to subcontractors who are resident businesses."

8. PROTESTS AND RESOLUTIONS PROCEDURES

Any proponent, offeror, or contractor who is aggrieved in connection with a procurement may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) days and requirements regarding protest and resolution of protests are available from the Purchasing Office upon request.

SPECIAL CONDITIONS

1. **GENERAL**
When the City Purchasing Director issues a purchase order document in response to the vendor's proposal, a binding contract is created.

2. **ASSIGNMENT**
Neither the purchase order, nor any interest therein, nor claim under, shall be assigned or transferred by the vendor, except as expressly authorized in writing by the City Purchasing Officer's office. No such consent shall relieve the vendor from its obligations and liabilities under this order.

3. **VARIATION IN SCOPE OF WORK**
No increase in the scope of work or services after award will be accepted, unless means were provided or specified within the contract documents. Increases or decreases in the scope of work can be made upon request by the city or unless such variation has been caused by documented conditions beyond the contractor's control, and then only to the extent of any, specified elsewhere in this document.

4. **VARIATION IN BUDGET**
Budget increases or decreases will need to be outlined on the Budget Adjustment Request (BAR). Only categories noted on original budget may be adjusted. No new budget category will be created for the use of increased or decrease funding. If a BAR submitted is more than 20% of the contract award, the request must be approved by the oversight body for approval. For additional information see 'budget adjustment policy'.

5. **DISCOUNTS**
Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The City Purchasing Officer shall be the final determination of satisfactory receipt of goods or services.

6. **TAXES**
The price shall include all taxes applicable. The city is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request

7. **INVOICING**
   (A) The reimbursement request form shall be submitted quarterly unless otherwise specified by the Community Services Department; and shall contain the following information: Quantities, services rendered; unit prices and extended totals; additional documents may be requested for justification of invoicing.

   (B) Reimbursement requests must be submitted to the YOUTH AND FAMILY SERVICES DIVISION OF THE COMMUNITY SERVICES DEPARTMENT for review and NOT THE CITY PURCHASING OFFICER.

8. **METHOD OF PAYMENT**

Every effort will be made to process payments within 30 days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

9. **DEFAULT**

The City reserves the right to cancel all or any part of this order without cost to the City if the vendor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the vendor liable for any excess cost occasioned by the city due to the vendor's default. The vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and with the fault or negligence of the Vendor and these causes have been made known to the City of Santa Fe in written form within five working days of the vendor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the city shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the vendor to meet the required delivery schedule. The rights and remedies of the city are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

10. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the contractor agrees to comply with the Presidents Executive Order No. 11246 as amended.

11. **NON-COLLUSION**

In signing this bid or proposal, the contractor certifies they have not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

12. **REPORTING REQUIREMENTS**

One (1) Mid-Year Report and one (1) Final Report assessing fiscal, data tracking, and programmatic goals and objectives as stated in the Scope of Services section of the contract will be required for submittal to the Community Services Department and/or Youth and Family Services Division. Failure to meet reporting requirements will delay reimbursement of funds or result in contract termination. See contract statement for reporting dates.

13. **SITE REVIEWS/VISITS**

At any time during the contract period the director or designee of the YOUTH AND FAMILY SERVICES DIVISION and/or COMMUNITY SERVICES DEPARTMENT may perform a site review or site visit to contracted sites. Sites chosen for a site review will be given the appropriate evaluation paperwork within seven (7) days of such a visit and members of the oversight body will be informed and invited to participate.

14. **AUDIT REQUIREMENTS**

Grantees receiving monies in combination of city, state, private, foundation funding, etc.; in

excess of $500,000 during the contract year will be required to submit a copy of its most recent audit for the entire program. Failure to do so may result in an ineligible grant application.

15. DRUG USE

In signing this proposal the proponent certifies that their organization has a written policy with regard to abuse of controlled substances and the consequences of such use. This policy applies to its staff, program managers and facilitators as well as the program managers and facilitators of any organization for which it might act as a fiscal agent.

16. SEXUAL CONDUCT

In signing this proposal the proponent certifies that it does not discriminate on the basis of gender or sexual orientation. The proponent further certifies that a written policy outlines all consequences for any type of sexual harassment, regardless of gender or sexual orientation.

17. YEAR-TWO AND THREE FUNDING CYCLE

The second and third year of funding for each agency will be dependent upon the grantee's year one and year two performance on reporting requirements.

18. ELIGIBLE ACTIVITES AND COST ITEMS

All expenses are subject to City approval. See line item budget categories for FY21 on pg. 31

19. INELIGIBLE ACTIVITES AND COST ITEMS

Ineligible activities and cost items include, but are not necessarily limited to, the following:

1. **Capital Outlay** - Capital expenditures are ineligible for reimbursement or payment with program funds. Capital Purchases are investments in physical assets with extended utility (e.g., buildings, some equipment, and some furniture and fixtures).
2. **Equipment and Machinery** include data processing equipment; proprietary software; and communication equipment in excess of $3,000.
3. **Furniture and Fixtures** include fixtures and furnishings costing in excess of $3,000; filing cabinets, desks, chairs, tables, stands, trays, lamps, window coverings, rugs and carpeting (when not wall to wall), and shelving not permanently attached to the building.
4. **Vehicles** - The purchase of vehicles is prohibited.
5. **Land or Building/Facility Acquisition** – Land or building/facility acquisition through Grant funds is prohibited.
6. **Administrative Costs** - Indirect costs to administer the grant-funded program in excess of 30% are not allowed except as in-kind match. Administrative costs in direct support of programs may be budgeted in the direct program portion of the budget.
7. **Clothing and Uniform Stipends**
8. **Activities** - Activities that do not relate specifically to program operations are ineligible. Activities around sponsorships and fairs must disseminate educational information and receive prior approval from the City.

9. **Supplanting** – Funds shall not be used to replace or substitute funds for existing administrative expenses or programs, services or activities, but can be used to finance new, expanded, and/or complementary activities.
10. **Cash Accumulations** –Funds from the grant shall be obligated or encumbered for approved programs, activities or services delivered in the fiscal year of the grant. No grant funds may be accumulated beyond the fiscal year.
11. **Cash Transfers** – Funds will not be transferred to be used by the grantee designated as the fiscal agent to other funds in the fiscal agent's budget from the fiscal agent's established, separate local grant fund.
12. **Professional Fees** – Grant funds may not be used for licensing fees, professional memberships, or organizational fees or dues.
13. **Operational Expenses** – Grant funds may not be used for rent, utilities, communications, or other operational expenses.
14. **Out-of-State Travel** - Grant funds may not be used to pay for any out-of-state travel expenses.
15. **Tuition Reimbursement** – Grant funds cannot be used for tuition reimbursement for classes taken for credit at higher educational institutions.
16. **Overtime** -wages are for hours worked in excess of the 40-hour workweek as defined by the Fair Labor Standards Act (FLSA).
17. **Termination pay** -employees who are being terminated can receive any outstanding personal leave time accrued.
18. **Lobbying or Fundraising**

SCOPE OF SERVICES AND GENERAL INFORMATION

CHILDREN AND YOUTH FUNDING (AGES 0-21)

Mission Statement: We advocate for and provide resources to organizations and community projects. Together we creatively address barriers that result in outcomes by engaging children, youth, and families in Santa Fe.

Vision: A connected community where all children and youth have support and opportunity to thrive.

The Children and Youth Commission was formed by Resolution 1989 and is charged by the City of Santa Fe by an Ordinance in 1998 with surveying and assessing the needs of the children and youth within the city of Santa Fe, identifying and recommending to the governing body existing legislation, policies and programs that promote the healthy development of young people, determining priorities for program development, advocating in the community on behalf of children and youth, and planning short and long range improvements for young people, from birth through the age of twenty-one (21).

The Commission receives up to four percent of the gross receipts tax and administers funding to local nonprofits and Santa Fe Public Schools on a now three-year funding cycle at approximately $1.2 million annually (funding amount varies due to GRT fluctuations). The purpose of the fund is to support community programs that promote the healthy development of children and youth, ages birth to twenty-one (21). The Commission works in partnership with the City liaison of the Youth and Family Services Division to provide advice on ways to effectively plan, coordinate and support child and youth efforts in the Santa Fe community and present a plan to the governing body for approval.

In 2019, as part of an overall strategy to created effectiveness and efficiency in the funding and community work that comes out of the Youth and Family Services Division the Santa Fe Regional Juvenile Justice Board successfully merged into the Children and Youth Commission. The Santa Fe Regional Juvenile Justice Board brings extensive knowledge on opportunity and juvenile justice involved youth as well as $198,000.00 in state Children, Youth and Families Department (CYFD) Juvenile Justice Prevention funding.

Award Information:

Funding for the Children and Youth Commission grants comes from a minimum of 4% of the City's share of the state gross receipts tax at approximately 1.2 million. Funding award amounts for the grant year will be capped at $100,000 per year or $300,000 for the total over three years.

Contract terms are for three years based on a review of the performance in the first and second year by the Commission, the annual needs assessment findings, audits and site visits.

Children and Youth Strategies and Tiered Service Delivery:

Over the past 2 years, grantees of Children and Youth funding have delivered an array of services and programs including but not limited to behavioral health interventions, food distribution, citizenship classes, trauma intervention and employment programming. At the heart of these services is provision of safety net services and navigation to other needed services. Every program the Commission has supported is made up of people helping youth and families in a variety of ways, sometimes by connecting them to additional resources in the community. When people get the help they need, we expect that we will see improved health outcomes. "Navigators"—or the people helping individuals through the system—are key to success. Over the last 2 years of the data project we have seen initial results of the work of the safety net and the navigators working within it: increases in permanently housing the homeless, reduction of bed nights for homeless women and children, chronically ill patients increasing participation in physical activity, and a reduction of symptoms associated with PTSD and depression, for example. In joining in a strong referral network system using RBA and navigation-based services, we can track client outcomes and continue making progress for the people being served.

For the FY21 grant cycle, the Children and Youth Commission in collaboration with the City of Santa Fe's Community Services Department and Santa Fe County's Community Services Department has created a three-tiered strategy for turning the curve on the Children and Youth Commission funding goal areas.

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and sending and closing referral loops. Tier I grantees may be required to attend relevant navigation meetings and must fully participate in collaborating with other agencies.

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Tier II grantees will send their navigators to attend monthly navigation meetings and fully participate in collaborating with other agencies.

Tier III will focus on services only. Organizations would be required to allow a city; county or partner agency navigator to be present if a need arises or participate in events for outreach and to collaborate when appropriate.

In both Tier I and Tier II, agencies are required to track referrals to and (in the case of Tier I) from community service agencies participating in the network through use of an IT system provided by the City. Both tracking referrals coming in and out, plus navigating that case would be billable.

CYFD Juvenile Justice Funding:

Funding Juvenile Justice Services comes from the State of New Mexico Children, Youth and Families Department (CYFD). Each year the City of Santa Fe has to submit a Request for Proposal (RFP) to acquire funding from CYFD for local alternative to detention programs and services. After the merger with the Regional Juvenile Justice Board, the Children and Youth Commission will now oversee granting of the CYFD Continuum grant funding at a total for FY21 of $86,331.00.

The CYFD funding will focus on programming for Strengthening Families, Intensive Community Monitoring and Gender Specific Groups. The breakdown is as follows:

- Strengthening Families Groups (youth and adult) available funds $27,720
- Intensive Community Monitoring available funds $26,440
- Gender Specific Groups (Girls) available funds $5,280
- Gender Specific Groups (Boys) available funds $6,600

For additional program and fund information, see attachment #10

Results Based Accountability:

To ensure that funding is having a direct impact on the overall well-being of families and youth within the community, the Children and Youth Commission uses Results-based Accountability (RBA) Framework and End/Results with Community Indicators. Results are sought within two priority funding categories: 1) Early Childcare and Supplemental Education; and Youth Wellness. Additionally, the Commission has identified Key Indictors to measure the conditions of well-being and desired Outcomes to illustrate conditions of well-being.

RBA is simple, intuitive and rooted in common sense. It is a process which communities, agencies and teams can use to focus on results/outcomes to make a positive change for communities and clients. RBA drives continuous improvement in teams, programs and agencies through a variety of means. As a strategic planning tool, it keeps us focused on always doing better than our own past performances.

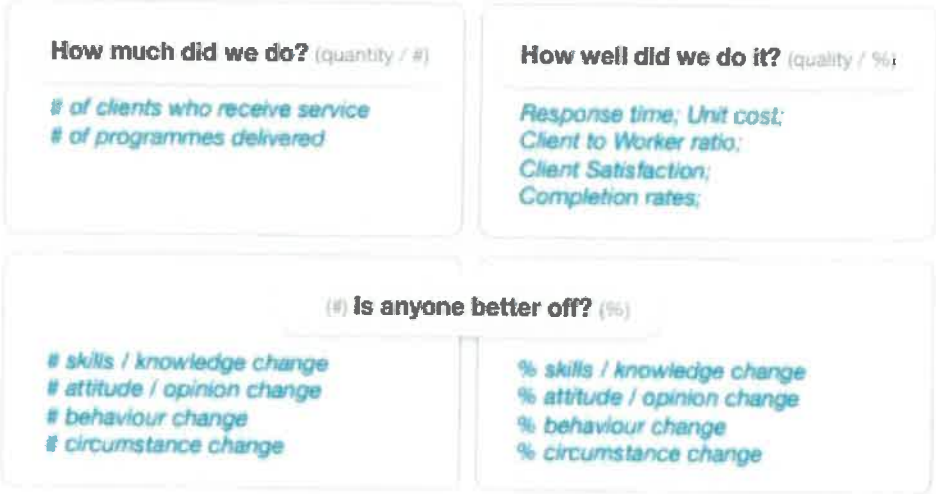
Population accountability is about improving the quality of life for a whole population that is defined by geography and/or characteristics.

Other key aspects of population accountability:

- No single agency or program is responsible for population health, but the more we agree on strategies and coordinate our efforts, especially in a City the size of Santa Fe, the more we can hope to improve the condition of our population.

Performance accountability is about the client results/outcomes that are being achieved by a program, agency or service system. With performance accountability, we ask:

- How much did we do?
- How well did we do it?
- Is anyone better off?



Friedman, M. (n.d.). RBA 101 [RBA International Training Materials]. Retrieved February 04, 2019, from http://resultsaccountability.com/

Friedman, M. (n.d.). RBA 101 [RBA International Training Materials]. Retrieved February 04, 2019, from http://resultsaccountability.com/

The Link between Population and Performance Accountabilities:

Linking population and performance accountabilities suggests how clients helped by agencies, programs and service systems and the results achieved for them contribute to the achievement of a condition of wellbeing for a whole population. At the same time, programs are held accountable for their work with clients only—not for the wellbeing of the whole population.

The principle distinction here has to do with who is responsible. With programs and agencies, we can identify the manager or managers who should be held responsible. For cross community conditions such as *Safe Children* or *Healthy Communities*, there is no one person or agency that can be held responsible, but the funders who contribute to the way the system as a whole operates have an important role in impacting population health. Population Accountability requires broad partnerships that take **collective** responsibility for progress.

Additional RBA Definitions:

Result (or outcome or goal) is a condition of wellbeing for children, adults, families and communities, stated in plain language. Results are about the wellbeing of people in a community, city, county, state or nation, e.g. improvements in behavioral health, etc. For the Children and Youth Commission defined results, or *outcomes*, are: people in Santa Fe are healthy; Santa Fe is a safe community; Santa Fe has a fair, just and equitable society; and people in Santa Fe achieve their full potential.

Indicator (or benchmark) is a measure that helps quantify the achievement of a result. For example, the rate of women receiving prenatal care in the first trimester helps quantify healthy births and the crime rate helps quantify whether we are living in a safe community. Suicide death rates, fall related deaths, etc. are examples of indicators that suggest how well people in Santa Fe are doing.

Strategy is a coherent set of actions that has a reasoned chance of improving results. Strategies are made up of our best thinking about what works, and include the contributions of many partners. Strategies are implemented at both the population and performance measure levels. Examples of strategies emphasized in this funding opportunity are: funders invest in and create a coordinated network of navigators; people served are screened for health-related social needs, provided with referrals and "warm hand-offs," and navigated into appropriate services; and referrals are tracked network-wide to identify when people served are getting what they need to be well and where they are falling through cracks as well as where the system as a whole lacks adequate resources. Other strategies are specific to individual programs.

Social Determinants of Health:

Health starts in our homes, schools, workplaces, neighborhoods, and communities. We know that taking care of ourselves by eating well and staying active, not smoking, getting the recommended immunizations and screening tests, and seeing a doctor when we are sick all influence our health. Our health is also determined in part by access to social and economic opportunities; the resources and supports available in our homes, neighborhoods, and communities; the quality of our schooling; the safety of our workplaces; the cleanliness of our water, food, and air; and the nature of our social interactions and relationships. The conditions in which we live explain in part why some Americans are healthier than others and why Americans more generally are not as healthy as they could be.[1] Social determinants of health are conditions in the environments in which people are born, live, learn, work, play, and age that affect a wide range of health, functioning, and quality-of-life outcomes and risks.

Examples of *social determinants* include:

- Availability of resources to meet daily needs (e.g., safe housing and local food markets)
- Access to educational, economic, and job opportunities
- Access to health care services

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[1] Social Determinants of Health | CDC. (n.d.). Retrieved February 04, 2019, from https://www.cdc.gov/socialdeterminants/

- Quality of education and job training
- Availability of community-based resources in support of community living and opportunities for recreational and leisure-time activities
- Transportation options
- Interpersonal safety
- Social support
- Social norms and attitudes (e.g., discrimination, racism, and distrust of government)
- Exposure to crime, violence, and social disorder (e.g., presence of trash and lack of cooperation in a community)
- Socioeconomic conditions (e.g., concentrated poverty and the stressful conditions that accompany it)
- Residential segregation
- Language/Literacy

Navigation Services:

Navigation functions to link clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

A navigator may be a peer support worker, a community health worker, a case manager and/or a social worker or medical assistant. A navigator may be an administrator who has informally helped clients connect to services and is willing to take a more formal role in doing so.

Social Needs Screening Tool:

Growing evidence shows that if we deal with unmet health-related social needs like homelessness, hunger, and exposure to violence, we can mitigate their harm to health. Providers can use the results from a network-wide social needs screening tool (given *once* at the first site in the network which a client enters) to inform clients' treatment plans and make referrals to community services. The Social Needs Screening tool referred to in this request for proposals can be found as Attachment 5, was developed by the Centers for Medicare and Medicaid, and is currently being widely used throughout Santa Fe County by clinics, school programs, and social service agencies funded under the County of Santa Fe's Connect Initiative and the City of Santa Fe's Human Services Committee, which has grown the Connect Initiative as of last year.

The screening tool can help providers determine clients' needs in core domains addressed by community services such as housing instability, food insecurity, transportation problems, utility help needs, interpersonal safety, financial strain, employment, family and community support and education.

Children and Youth Data Project/IT System:

The Children and Youth Commission is dedicated to continuing its data project to assist agencies with building baselines and tracking performance measures. Funded agencies will continue to receive these services from the Children and Youth Commission Data Consultant free of cost.

In addition, the City of Santa Fe intends to enter into a Memorandum of Agreement with Santa Fe County to use the same (HIPAA, FERPA, and CFR-42 compliant) IT system used by the City and County Community Services Departments for tracking navigation based services. Those agencies who choose to do Tier I services for the City will be supported to record referrals from the network when possible. Those who choose to do Tier II services will be supported to access this shared data base to track outcomes and the results of navigation for their clients.

The City is committed to incorporating the RBA framework into the IT system to minimize reporting requirements.

Additional Grant Information:

The Commission's intent is to strategically align applicants with results-based outcomes for their service populations. Via applicants aligning services and programs with the Commission's Ends Framework and Key Indicators, applicants will have the means to assess their overall impact within their service area, especially regarding the strategy to forge a stronger network of providers working toward a shared goal through navigation and solid referrals. Applicants shall demonstrate their ability to carry out approved plans and, with City support, track appropriate indicators. The ultimate goal is to track and compare data and outcomes with local, state and national statistics.

Applicants will still be expected to provide timely and accurate fiscal and narrative reports, to meet agreed upon deadlines, and to meet the Children and Youth Commission's criteria listed in this Request for Proposals.

Applicants currently receiving other city funding may apply for Children and Youth funds; applicants will need to disclose all current city funding and applications will be reviewed by the Commission based upon specialized programs, services, and community needs.

City Funding for Priority Populations:

The Children and Youth Commission recognizes that disparities between demographics exists within the City of Santa Fe. In order to help all children, youth and families succeed within our community the Commission is dedicated to addressing and closing those gaps to achieve results for the whole population. Funding will be targeted to the following priority populations. We ask potential grantees in partnership with the city to prioritize the following populations within selected indicators:

- Low income and very low income adults, families and seniors living in the City of Santa Fe (per the chart below).

- Children and youth, families and seniors of groups with high disparities (American Indian/Alaska Native, African American/Black, and Hispanic)

Santa Fe, New Mexico:	INCOME LIMITS BY FAMILY SIZE FY 2019							
	1	2	3	4	5	6	7	8
30% Limits	$14,600	$16,650	$18,750	**$20,800**	$22,500	$24,150	$25,800	$27,500
Very Low Income	$24,300	$27,750	$31,200	**$34,650**	$37,450	$40,200	$43,000	$45,750
60% Limits	$29,160	$33,300	$37,440	**$41,580**	$44,940	$48,240	$51,600	$54,900
Low Income	$38,850	$44,400	$49,950	**$55,450**	$59,900	$64,350	$68,800	$73,200

https://www.hudexchange.info

Eligibility:

Applicants shall be limited to non-profit organizations that have been granted and currently hold tax exempt status under Section 501 (c) (3) of the Internal Revenue Code, or to applicants whose programs are covered by a fiscal agent that meets these requirements.

Applicants shall possess professional liability insurance and be able to show proof of workers compensation—if services rendered are not professional or if agency doesn't qualify for workers compensation, agencies will need to seek a waiver through the City of Santa Fe Risk Management and Safety Office, for questions or eligibility information call 505-955-5622.

Payment and Compensation:

Funding is on a deliverable basis with the rate of pay calculated per unduplicated customer/client served. Compensation will be requested quarterly using an invoice which shows cost per participant and the new clients served. Payment will based on the participants participation in the continuum of services, a referral going out or a referral coming in can be billed for to demonstrate that an individual is being navigated.

Funding is primarily intended to pay for direct services for the community, rather than to pay for administrative costs. However, we recognize that other funding sources for client services do not always adequately cover the cost of operations and administration. Direct administrative costs for the program shall be as low as possible but not to exceed 30%, and should be detailed in the budget section of the proposal. For additional service billing information see Budget Attachment C.

Reporting Requirements, Audits and Site Visits:

Reporting requirements are biannual with a final report, as specified in the example CYC contract. Site reviews and/or visits are conducted by City staff members or consultants. Funded programs may be expected to participate in several training and technical assistance opportunities during the funding year.

Fiscal Sponsorship:

Fiscal agents are responsible for program management, financial reporting and all contract requirements. If your organization is using a fiscal agent, the agent will process the reimbursement requests. If your organization is using a fiscal agent:

1. Fiscal agent fees shall not exceed 12%.
2. All official documents and signatures must be those of the fiscal sponsor, not your own program.

RFP Training:

RFP training will be conducted on **Tuesday, March 10, 2020, 3:30-5:00pm** and **Thursday, March 12, 2020 9:30-11:00**; Large Conference Room, City of Santa Fe Market Station Offices, 500 Market Station, Suite 200, Santa Fe, NM 87504. Applicants may choose one day to attend, new applicants are strongly encouraged to attend.

Contact Information:

Julie J. Sanchez, Youth and Family Services Program Manager, jjsanchez@santafenm.gov. **Please note that all inquiries must first be vetted through the purchasing office, Jessica Chavez** jjchavez@santafenm.gov; **505-955-6532.**

FUNDING CATEGORIES FOR FISCAL YEAR 2021:

1. Early Childcare and Supplemental Education
2. Youth Wellness

(Cover Page)

City of Santa Fe Children and Youth Proposal FY2021			
Name of Nonprofit Organization:			
Name of Executive Director:			
Name of Board President:			
Name, Contact Information (Address, Phone, and Email) of Person Submitting Request (Fiscal Agent if applicable):			
Amount Requested (FOR 3 YEARS):	Year 1:	Year 2:	Year 3:
Check One Service Delivery:	☐ Tier I: Service Delivery and Referrals ☐ Tier II: Service Delivery and Navigation Services ☐ Tier III: Service Delivery Only ☐ Juvenile Justice CYFD Funding		
Cost Per Participant (for Children and Youth funded program only):			
Program Name or Service being requested for funding:			
Brief Program or Service Description:			
Proposed number of unduplicated participants:			
Ages of Program Participants (0-21):			
Check One:	☐ Previous Recipient ☐ New Applicant		
Funding Category to be Addressed: ☐Early Childcare and Supplemental Education ☐Youth Wellness (See page 24 for Funding Category List)			
Signature of Executive Director or Board President	Date		
Signature from Fiscal Agent	Date		

Children and Youth Commission Ends Framework with Indicators

The Children and Youth Commission's objective is to ensure that funding is used to directly impact the overall well-being of individuals and families within the Community. In response to this objective, the Children and Youth Commission revised and enhanced their Priority Category's/Goals and Measurable indicators. Please select the Funding Category/Goal Area in which your program aligns, and then select the appropriate indicators, as these will be the mechanism in which the program will track and collect data. *Be advised that the program/agency will be accountable for the collection of data in each selected measureable indicator category; funding will not be based on how many goal areas/indicators are selected.*

Funding Category/Goal Area

☐ **Early Childcare and Supplemental Education**	☐ **Youth Wellness**

Indicators

☐ % 3-5 yr. old Pre K Enrollment ☐ % Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT ☐ High School Graduation Rate ☐ Outside of school, I am involved in music, art, literature, sports, or a hobby ☐ At my school, a teacher or other adult who believes I will be a success ☐ Habitual Truancy	☐ % Teen Parent with Prenatal Care in the First Trimester ☐ Rate of Babies Born to Adolescents Per 1K (ages 15-17) ☐ Skipped School because of Safety Concerns ☐ % of Youth 19-21 Not in School or Working Juvenile Arrests per 1k (ages 10-17) ☐ Housing Instability Percentage Mental Health ☐ Youth Depression ☐ Youth Attempted Suicide (9-12 grade) Alcohol Use ☐ Current Alcohol Use ☐ Reported Binge drinking (past 30 days) Other Substance Use ☐ Current Use of Painkillers to get High ☐ Current Methamphetamine Use ☐ Current Heroin Use ☐Tried Marijuana for the First Time before age 13

Outcomes/Results

Children 0-4 meet developmental milestones and are ready for kindergarten **Children and youth succeed in school and graduate**	**Youth are mentally and physically healthy** **Youth are re-engaged in traditional or non-traditional academic pathways.**

PROPOSAL NARRATIVE

1. Program Summary (not to exceed three pages)

Please clearly describe the following:

1. State whether you are applying for Tier I or Tier II or Tier III services.
2. State the purpose, goals, objectives, and services of the proposed program.
3. Describe how the proposed program will fulfill essential need(s) in our community and the at-risk individuals/population it will impact. If possible, please use local/state data to demonstrate "need."
4. Provide a description of a proposed plan to contribute to progress on the selected indicator (pg. 31). Describe what you plan to do and how the strategies of either providing Tier 1 or Tier II or Tier III services will help improve the selected indicator(s).
5. Please explain whether this project or program is a new or existing service, a significant expansion to service, innovative and/or an evidence-based program. How will your program target the selected priority populations?

2. Data Collection (not to exceed three pages):

Please describe and/or illustrate the following:

1. Describe the plan for collecting data to evaluate the performance of the funded program.
2. Indicate how the organization will collect data that demonstrates the funded program is aligned to make a positive impact on the selected indicators on page 23.
3. Describe how the organization is reviewing local, statewide or national program-specific outcome data and comparing it with the organization's program-specific outcome data.

3. Collaboration (not to exceed three pages):

1. Please explain in detail any collaboration with other organizations in the community including City of Santa Fe Community Services Department Library Division, Senior Division, and/or Youth and Family Services Division (after school and summer programs) required to implement the proposed program. Please describe the processes of program planning (include MOUs/Charts/Graphs, etc. if applicable), implementation, community engagement and any planned evaluation activities.
2. How do you provide or ensure wraparound services for your program participants? Specify the nature of your collaboration with other entities. For example, how do you accept or make direct referrals and participate within a continuum of care for specific clients?
3. If possible, please demonstrate the effectiveness of the collaboration with selected indicators and how collaboration will contribute to the desired outcomes/results on page 23.
4. How will the program work with the community on engagement and resource navigation to turn the curve on the selected CYC priority area?

4. Organizational Stability:

Please describe, illustrate, and/or attach the following:

A. Governance:
   1. List of the names of current Board members, and advisory board members, officers, Commissions and terms of office.
   2. Describe how your Board reflects the diversity of the Santa Fe Community in terms of professional skills, experience and ethnic background.

B. Staff:
   1. Include an organizational chart showing the administrative structure of your organization, including reporting relationships, and all positions from program staff to administration. Include fiscal agent if applicable.
   2. Provide a key list of staff positions for the project and outline the role, hourly wage, credentials, and relevant experience. **(Please use attachment C)**
   3. Additionally, on a separate page please write a brief sentence or paragraph on the role, duties, and level of effort of key staff in the program.

C. Fiscal:
   1. Provide a detailed two-year budget of the program being requested for funding, include actual prior year budget. **(Please follow instructions on attachment A, B and C).**
   2. Include a brief statement of how Children and Youth funds will support the program and outline plans for sustaining the program beyond the grant period.
   3. Provide at least *one* of the following current year-to-date financial statements of: actual vs. budget, income and expense, or a current balance sheet outlining available liquid, and debt level.
   4. Provide a list of corporations, foundations, other City of Santa Fe funds, and other major sources of funding (committed, pending, and anticipated) with dollar amounts. Please indicate the percentage of total funding each source of revenue contributes. **(Please use attachment B)**
   5. Please describe how the board is active in financial decisions; submit board minutes describing or outlining the process.
   6. Provide the most recent IRS 990 form.
   7. If agency has combined budget totaling $500,000 or over please provide most recent audited financial statement for the entire organization.

5. Additional Submittal Requirements:

A. **Official Documents**: Please ensure that the following documents are included in the packet: **one electronic copy (on a USB flash drive) and two hard copies of the proposal.**

   1. All applicable licenses (current) from potentially funded positions (including contractors), and a copy of 2020 Business Registration Certificate for the City of Santa Fe. If not applicable, please provide a brief explanation.

2. Applicant's current *professional* liability insurance certificate with binder naming the City as co-insured in accordance with the New Mexico Tort Claims Act (minimum one million dollars).

3. Proof of Worker's Compensation, and Employers' Liability, if required.

4. New Mexico Incorporation Certificate or agreement under which your agency operates.

5. IRS Certificate for non-profit status, if applicable (501 (c) 3 letter).

6. Agencies State CRS #

7. EEO/ADA Certification signed by Board Chairperson or Executive Director.

8. NON-COLLUSION AFFIDAVIT must be signed and notarized.

9. Completion of Church/State Separation Certificate.

ANY PROPOSALS SUBMITTED WITHOUT MANDATORY DOCUMENTS WILL BE DISQUALIFIED.

PROPOSAL EVALUATION PROCESS

All proposals will be reviewed for completion by staff members of the Community Services Department. Proposals will then be forwarded to the Children and Youth Commission for their formal review. In the event the Commission has additional questions, Applicants will be scheduled to address the questions during provider hearings. Organizations making new requests for funding may be required to furnish additional information prior to the provider hearings. The members of the Children and Youth Commission, based on the following criteria, make actual funding recommendations to the Finance Commission of the City Council. The Children and Youth Commission members recommend that funding be awarded to grantees that demonstrate excellence on the CYC funding criteria. The criteria includes the following:

- Current and proposed program or organization involvement in community-wide collaborative activities (e.g., coalition membership, interagency project collaboration);
- Alignment with the City of Santa Fe Children and Youth Commission navigation strategy and priority outcomes and indicators as outlined in the Ends Framework and RFP
- Commission designated strategies will be prioritized for funding
- Demonstration of a plan to address disparities, gaps and report on results
- Demonstration of performance accountability for services they provide (e.g. data on how children and youth and families are better off as a result of the service provided)
- Prior history on grants awarded over the past two years including on-time reporting, progress on performance measures, appropriate and timely use of past awards
- Extra points will be awarded based on effectiveness of collaboration with other non-profit organizations, partners and the City Youth and Family Services Division and/or Community Services Department
- Project budget rationale
- Qualifications of personnel

A scoring rubric will be used to score applicants on the criteria above on a 100 point evaluation, funding amounts *may* be awarded according to an approved CYC formula.

At its discretion, the City reserves the right to alter the membership and size of the Commission. Scores of the evaluation Commission members will be totaled to determine the top-rated firm(s).

If interviews are conducted for the top three rated firms, those scores totaled from the evaluation Commission members from the interview evaluations will determine the final top rated firms, unless other tangible extenuating circumstances are documented.

Unless noted elsewhere in this RFP, the same evaluation form will be used to separate the interview scores.

FINAL CHECK-LIST FOR PROPOSAL

Attach Final Check-List to the back of all electronic and proposal copies. Please check off boxes beside each item to ensure that all items are included.

- ❑ **One electronic (USB flash drive) and two copies of the proposal including all submittal requirements.**
  - ❑ Cover Page (pg. 23)
  - ❑ Goals/Indicators Selected (pg. 24)
  - ❑ Proposal Narrative:
    - ✓ Program Summary
    - ✓ Data Collection
    - ✓ Collaboration
    - ✓ Organizational Stability (and attachments)
  - ❑ Submittal Requirements:
    - ✓ All applicable licenses (current) for potentially funded positions
    - ✓ 2020 Business Registration Certificate for the City of Santa Fe
    - ✓ Professional Liability Insurance Certificate
    - ✓ Proof of Workers Compensation
    - ✓ New Mexico Incorporation Certificate
    - ✓ IRS Certificate for non-profit status
    - ✓ State CRS #
    - ✓ IRS 990 Statement
    - ✓ 2019 Audit (agencies 500k or over)
    - ✓ EEO/ADA Certification
    - ✓ NON-COLLUSION AFFIDAVIT (notarized)
    - ✓ Completion of Church/State Separation Certification
  - ❑ Other Documents:
    - ✓ Licenses/Certifications from applicable service providers

For uniformity in the proposal review process, please sequence your proposal in the above format. Those proposals not adequately addressing the submittal requirements may be considered non-responsive and may be excluded from the application process. PLEASE DO NOT BIND OR STAPLE PROPOSALS.

CHILDREN AND YOUTH RFP ATTACHEMENTS:

1. **Budget Attachments A, B, C**
2. **EEO/ADA Certificate**
3. **NON-COLLUSION AFFIDAVIT**
4. **Church/State Separation Certificate**
5. **Sample Contract**
6. **Social Needs Screening Tool (For Review Only)**
7. **CSF Non-Disclosure and Conflict of Interest Statement (For Review Only)**
8. **Local Preference Instructions and Form**
9. **Minimum Wage Ordinance**

Budget Attachment Overview (Please read first):

We ask that regardless of whether applicants are applying for Tier I or Tier II or Tier III funding they provide us with:

1) a target number of unduplicated people to be served in one year
2) a per person cost of services to be provided

These numbers will be multiplied to derive the maximum allowable total amount of the award per year.

If you are billing other sources for clients served, you may supplement services and bill the City of Santa Fe for the same clients AS LONG AS THE SERVICES PROVIDED THOSE CLIENTS ARE DIFFERENT for each funding source.

In order to show how your per person cost is derived, please submit the following budget details on allowable expenditures.

(Budget Attachment A) LINE ITEM BUDGET CATEGORIES
FY 2021

1.0 PERSONNEL EXPENDITURES

1.1 Net or Gross Salaries
1.2 Benefits

2.0 CONTRACTUAL SERVICES

2.1 Cellphone (Tier II Navigation Only)
2.2 Postage
2.3 Facility Rent
2.4 Linen and Laundry Service
2.5 Building Maintenance and Repair
2.6 Equipment Maintenance and Repair
2.7 Utilities
2.8 Auditing and Bookkeeping
2.9 Professional Contractors
2.10 Advertising (Program Funded Only)
2.11 Printing and Photocopying
2.12 Insurance
2.13 Transportation Mileage
2.14 Program Stipends, Scholarships

3.0 COMMODITIES

3.1 Office Supplies
3.2 Janitorial Supplies
3.3 Food
3.4 Motor Fuel
3.5 Medical Supplies
3.6 Tools
3.7 Recreation Supplies
3.8 Other

(Budget Attachment B)
Proposed Program Budget

Provide a detailed budget of the program being requested for funding. Include actual prior year budget if program existed. If a new program in its first year please create an estimated program budget. Please include the amount that the Children and Youth fund will cover as well as additional funding from other outside funders, donors, supporters, etc. Total funding requested from the Children and Youth fund should add up to the grand total on Attachment C.

PROPOSED PROGRAM BUDGET *(one year)*					
Expense Category		**Total Organization Budget (actual)**	**Total Program Budget (actual/estimate)**	**Total Funding Request from the City Children and Youth Fund**	**Other Funders and Amounts Supporting Program**
1.0	Personnel Expenditures (Salary and Fringe Benefits)	$	$	$	
2.0	Contractual Services (e.g., Rent, Utilities, Insurance)	$	$	$	
3.0	Commodities (e.g., Office Supplies, Recreation Supplies)	$	$	$	
TOTAL		$	$	$	

(Budget Attachment C)
TOTAL COST OF SERVICES

Tier I:

TARGET NUMBER OF PEOPLE TO BE SERVED
X PER PERSON RATE
= **TOTAL COST OF SERVICES PER YEAR**
(SAME AS "GRAND TOTAL" ABOVE)

(Calculate the *per person rate* by dividing total cost of services per year by a target number of people you will demonstrate you served.)

TARGET NUMBER OF PEOPLE TO BE SERVED WITH RECEIVING AND CLOSING REFERRALS
X PER PERSON RATE
= **TOTAL COST OF REFERRAL SERVICES PER YEAR**

Tier II:

A) If you will be providing some people with safety net services and providing only a portion of those same people with navigation services, calculate *two separate total costs* and add them together for a grand total.

TARGET NUMBER OF PEOPLE TO BE SERVED WITH SAFETY NET SERVICES
X PER PERSON RATE
= **TOTAL COST OF SAFETY NET SERVICES PER YEAR**

TARGET NUMBER OF PEOPLE TO BE SERVED WITH NAVIGATION SERVICES
X PER PERSON RATE
= **TOTAL COST OF NAVIGATION SERVICES PER YEAR**

THEN

TOTAL COST OF SAFETY NET SERVICES PER YEAR
+ TOTAL COST OF NAVIGATION SERVICES PER YEAR
= **TOTAL COST OF SERVICES PER YEAR**
(SAME AS "GRAND TOTAL" ABOVE)

B) If you will be providing everyone you serve under the contract with navigation services, calculate on cost.

TARGET NUMBER OF PEOPLE TO BE SERVED WITH NAVIGATION SERVICES
X PER PERSON RATE
= TOTAL COST OF SERVICES PER YEAR
(SAME AS "GRAND TOTAL" ABOVE)

(Calculate the *per person rate* by dividing total cost of services per year by a target number of people you will demonstrate you served.)

C) If you will be providing everyone you serve under the contract with receiving and closing referrals, calculate on cost.

TARGET NUMBER OF PEOPLE TO BE SERVED WITH RECEIVING AND CLOSING REFERRALS
X PER PERSON RATE
= TOTAL COST OF REFERRAL SERVICES PER YEAR

Tier III:

TARGET NUMBER OF PEOPLE TO BE SERVED WITH SAFETY NET SERVICES
X PER PERSON RATE
= TOTAL COST OF SAFETY NET SERVICES PER YEAR

(Calculate the *per person rate* by dividing total cost of services per year by a target number of people you will demonstrate you served.)

EEO/ADA CERTIFICATION

ASSURANCE OF COMPLIANCE WITH TITLE VI AND VII
OF THE CIVIL RIGHTS ACT OF 1964
AND
AMERICANS WITH DISABILITIES ACT OF 1990

_____ (hereinafter called the "Applicant")
Name of Applicant)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the City of Santa Fe issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulations, no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives city or federal financial assistance from the City of Santa Fe; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

Applicant hereby certifies that it offers Equal Employment Opportunity and complies with Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972 and all requirements imposed by or pursuant to Regulations of the City of Santa Fe issues pursuant to that title expressly prohibiting discrimination in employment on the basis of race, color, religion, sex or national origin. Application HEREBY GIVES ASSURANCE THAT it will take any measures necessary to effectuate this agreement.

The Applicant hereby warrants he/she is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

Dated: _____

(Applicant)

By: _____
(President, Chairman of Board, or
comparable authorized official)

_____

_____
(Applicant's mailing address)

NON-COLLUSION AFFIDAVIT OF PROPONENT

State of)
)
County of)

_____
being first duly sworn, deposes and says that:

(1) She/He is the _____ of _____, the proponent that has submitted the attached Proposal;

(2) She/He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said proponent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proponent, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Proponent, firm or person to fix the price or prices in the attached Proposal or of any other Proponent, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proponent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proponent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED)
(TITLE)

Subscribed and sworn to before me this _____ day of _____, 2020.

_____
Notary Public

My Commission Expires: _____

CHURCH/STATE SEPARATION CERTIFICATION FORM
Certification by non-profit agency(s)

I, _____, Board Chairman of _____, make the following assurances and certifications:

(A) The Agency hereby certifies that it will comply with the following separation of Church and State requirements:

The agency agrees that:

(a) it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(b) it will not discriminate against any persons seeking services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;

(c) it will require no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way under this agreement; and

(d) the facility under this agreement or in which services are provided which are assisted under this agreement shall contain no sectarian or religious symbols or decorations.

(B) I agree to carry out City of Santa Fe Grant Program activities in accordance with applicable laws and regulations.

_____ _____
Signature of President, Chairman of Board, or comparable authorized official — Date

***ATTACHMENT #5*: SOCIAL NEEDS SCREENING TOOL:**

HOUSING INSTABILITY

1. What is your housing situation today?

- ☐ I do not have housing (I am staying with others, in a hotel, in a shelter, living outside on the street, on a beach, in a car, abandoned building, bus or train station, or in a park)
- ☐ I have housing today, but I am worried about losing housing in the future.
- ☐ I have housing

2. Think about the place you live. Do you have problems with any of the following? (check all that apply)

- ☐ Bug infestation
- ☐ Mold
- ☐ Lead paint or pipes
- ☐ Inadequate heat
- ☐ Oven or stove not working
- ☐ No or not working smoke detectors
- ☐ Water leaks
- ☐ None of the above

FOOD INSECURITY

3. Within the past 12 months, you worried that your food would run out before you got money to buy more.

- ☐ Often true
- ☐ Sometimes true
- ☐ Never true

4. Within the past 12 months, the food you bought just didn't last and you didn't have money to get more.

- ☐ Often true
- ☐ Sometimes true
- ☐ Never true

TRANSPORTATION NEEDS

5. In the past 12 months, has lack of transportation kept you from medical appointments, meetings, work or from getting things needed for daily living? (Check all that apply)

- ☐ Yes, it has kept me from medical appointments or getting medications
- ☐ Yes, it has kept me from non-medical meetings, appointments, work, or getting things that I need
- ☐ No

UTILITY NEEDS

6. In the past 12 months has the electric, gas, oil, or water company threatened to shut off services in your home?

- ☐ Yes
- ☐ No
- ☐ Already shut off

INTERPERSONAL SAFETY

7. How often does anyone, including family, physically hurt you?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

8. How often does anyone, including family, insult or talk down to you?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

9. How often does anyone, including family, threaten you with harm?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)

- ☐ Frequently (5)

10. How often does anyone, including family, scream or curse at you?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

ATTACHMENT #5 **SOCIAL NEEDS SCREENING TOOL QUESTIONS CONTINUED**

SUPPLEMENTAL QUESTIONS (USE TO BE DETERMINED BASED ON PARTNER INPUT):

EMPLOYMENT

- Do you want help finding or keeping work or a job?
  - ☐ Yes, help finding work
  - ☐ Yes, help keeping work
  - ☐ I do not need or want help

EDUCATION

- Do you want help with school or training? For example, starting or completing job training or getting a high school diploma, GED or equivalent.
  - ☐ Yes
  - ☐ No

FAMILY AND COMMUNITY SUPPORT

- If for any reason you need help with day-to-day activities such as bathing, preparing meals, shopping, managing finances, etc., do you get the help you need?
  - ☐ I don't need any help
  - ☐ I get all the help I need
  - ☐ I could use a little more help
  - ☐ I need a lot more help

- How often do you feel lonely or isolated from those around you?
  - ☐ Never
  - ☐ Rarely
  - ☐ Sometimes
  - ☐ Often
  - ☐ Always

DEMOGRAPHICS:

Age
Race
Ethnicity
Gender
Annual Income
in Family
Education (in years)
Primary Language
Health Insurance Now?
Type of Insurance
# of Emergency Department Visits in Year
# of Times in Jail in Year (optional)

CITY OF SANTA FE (CSF)
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT

REQUEST FOR PROPOSAL # '

EVALUATOR NAME: _____

CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, _____, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/ proposals* received in response to the *Request for Offers! Request for Proposals,* entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal,* or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

_____

SIGNATURE AND DATE:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political Commission, nor does it include the administrative or solicitation expenses of a political Commission that are paid by an organization that sponsors the Commission.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in- law.

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Person**" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"**Prospective contractor**" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made by:

Relation to Prospective Contractor:

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s)

Nature of Contribution(s)

Purpose of Contribution(s)

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--

OR

—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Definitions

a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

b. "You" and "your" refers to **(Contractor Name)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

e. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

f. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

g. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered

entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

h. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

☐ Tier III: Safety Net Services Delivery Only

Funding Category/Goal Area	Indicators
☐ Early Childcare and Supplemental Education	☐ % 3-5 yr. old Pre K Enrollment ☐ % Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT ☐ High School Graduation Rate ☐ Outside of school, I am involved in music, art, literature, sports, or a hobby ☐ At my school, a teacher or other adult who believes I will be a success ☐ Habitual Truancy

☐ Youth Wellness	☐ % Teen Pregnant with Prenatal Care in the First Trimester ☐ Rate of Babies Born to Adolescents Per 1K (ages 15-17) ☐ Skipped School because of Safety Concerns ☐ % of Youth 19-21 Not in School or Working ☐ Juvenile Arrests per 1K (ages 10-17) ☐ Housing Instability Percentage Mental Health ☐ Youth Depression ☐ Youth Attempted Suicide (9-12 grade) Alcohol Use ☐ Current Alcohol Use ☐ Reported Binge Drinking (Past 30 Days) Other Substance Use ☐ Current Use of Painkillers to get High ☐ Current Methamphetamine Use ☐ Current Heroin Use ☐ Tried Marijuana for the First Time before age 13

A. The Contractor shall perform the following work:

1) Provide safety-net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Provide Program Manager or other appointed City staff with data on performance measures, outcomes of navigation if applicable, demographics, and number of clients served.

3) Survey annually individuals served to assess their continued engagement with needed resources and satisfaction with service delivery.

4) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low income households.

B. *Performance Measures.*

Contractor shall substantially perform the following:

1)

2)

C. *Deliverables:*

1) Services to a minimum of youth individuals and/or families.

2) Annual report and mid-year report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Children and Youth Commission or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Children and Youth Commission in obtaining its goal(s) as set forth in its Strategic Plan.

2. <u>Compensation.</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars ($_____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

(OR CHOICE – MULTI-YEAR –

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____ dollars ($_____) in (FYXX) through (FYXX) (USE FISCAL YEAR NUMBER TO DESCRIBE YEAR; DO NOT USE FY1, FY2, ETC.). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (AMOUNT) shall be paid by the City to the Contractor.

(REPEAT LANGUAGE FOR EACH FISCAL YEAR COVERED BY THE AGREEMENT -- USE FISCAL YEAR NUMBER TO DESCRIBE EACH YEAR; DO NOT USE FY1, FY2, ETC.).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City 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 City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City 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 City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the 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.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **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 City.

8. **Subcontracting.**

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

9. **Release.**

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

10. 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 City.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the 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 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

17. 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.

18. 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 City.

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement,

the following insurance coverage(s), naming the City as additional insured.

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

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the 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 City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [insert name, address and email].

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE (REQUEST FOR PROPOSALS ONLY):

MDM 2/20/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400
Munis Org. and Obj. Code

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Example: Goal: Reduce or Increase or Other Service [insert blank].

Objective: To reduce or increase or Other Service [insert blank] by [blank] percent or by a certain time.

Activities: [Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

OR: Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the portions of its Strategic Plan set forth below ***(insert additional language if necessary to describe how Contractor's work will assist the Agency to fulfill its duties).***

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2020 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.10 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medicaid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

ATTACHMENT #10

GENERAL INFORMATION
JUVENILE JUSTICE CYFD FUNDING

Purpose:

1. The purpose is to establish a continuum of cost effective services and temporary, non-secure alternative to detention in the City of Santa Fe for those youth who have been arrested or referred to juvenile probation and parole or are at risk of such referral.
2. To establish rich programing that is diverse, culturally competent and gender responsive. Including but not limited to educational, vocational, behavioral health, medical care and other services.
3. To develop individualized service plans addressing carefully assessed needs, strengths and risks
4. To increase emphasis on prevention and early intervention in the juvenile justice system.

The CYC uses the Annie E. Casey Foundation Core Strategies for juvenile justice interventions, which include collaboration, use of accurate data, objective admissions criteria and instruments, new or enhanced non-secure alternatives to detention, case-processing reforms, special detention cases, reducing racial disparities and improving conditions of confinement. The CYC is working with public agencies, public schools and community nonprofit organizations to implement innovative and effective reforms that improve outcomes of children and youth who experience or are at risk of entering the juvenile justice system.

PROGRAM CATEGORIES FOR FISCAL YEAR 2021:

Funding categories are based on the CYC RFP to CYFD and the CYFD priority areas. This year the SFRJJB is seeking proposals for programs in the following categories:

Program Categories	**CYFD Priority Area**
Intensive Community Monitoring (ICM)	Alternatives to Detention
Gender Specific (girls and boys)	Gender Specific Services
Strengthening Families	Delinquency Prevention

PROGRAM DESCRIPTIONS AND BUDGET:

INTENSIVE COMMUNITY MONITORING (ICM):

Funding available: $26,440 – one award

The Intensive Community Monitoring Program (ICM) will serve juveniles age 10 to 17 who have been arrested or referred to Juvenile Probation or court ordered by the Children's Court Judge. ICM utilizes strengths-based and values-based approach formulating and implementing individual service plans to build strengths, intrinsic values, school and community support, safety and creativity. The program is tailored to be responsive to individual cultural and gender needs. The program keeps clients from re-offending during their time in the program. It can be from 2 to 12 weeks depending on the client. A reduction in new charges for the client has been a staple highlight of the program. ICM has proven to provide cost savings to the community in the areas of reduced detention stays and school retention as well as decreasing recidivism. Building safe healthy, supportive and accountable relationships with each client is key to supervising them in the community. Risk Assessment Instrument score for each client is also conducted.

SERVICES PROVIDED: Community supervision in regards to following interim order conditions ordered by the First Judicial District Court and Children's Court Judge and JPO which include curfew and house arrest, school attendance, school progress, UA's counseling, and visits with JPO. Supervision includes: daily and nightly face to face visits at home, school, athletic participation, employment as well as other curricular activities including community programming. Nightly telephone check ins by each client, collaboration with JPO on client progress or otherwise. Weekly reporting to JPO in regards to compliance with court orders, home environment and school (educational) progress.

OUTPUTS:

A. Serve 90 ICM clients
B. Provide up to 1000 hours of client support
C. Provide up to 228 hours of family support
D. Provide up to 400 hours of case management
E. Provide 90 court reports for ICM clients

PERFORMANCE MEASURES:

1. Decrease 5 % in negative criminal behavior;
2. Increase 5 % in grades, attendance and overall behavior at school or educational setting;
3. Number of contacts made with each client;
4. Number of clients who complete the requirements of the program; and
5. Reduce recidivism

GENDER SPECIFIC:

Funding available: $5,280 (Girls Circle) and $6,600 (Boys Council) – can be two separate awards or one award of $11,880.00 total

GIRLS CIRCLE: The Girls Circle model, a structured support group for girls and youth who identify with female development from 9-18 years, integrates relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls.It aims to counteract social and interpersonal forces that impede girls' growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices

BOYS COUNCIL: The council is a strengths based group approach to promote boys' and young men safe and healthy passage through preteen and adolescent years. The council meets a core developmental need in boys for strong, positive relationships. In this structured environment boys and young men gain the vital opportunity to address masculine definitions and behaviors and build their capacities to find their innate value and create good lives, individually and collectively. Boys need a gender specific group to have a safe, protected, and focused place to address and array of harsh realities and to create healthy options for growing up male today. Findings of recent studies tell us that boys are not faring well in areas of education, mental health, health care access, bullying, violence, or substance abuse in this new millennia. Rather than attempting to "instill values", the model strengthens boys inherent preference to live according to good and diverse pro social values. Councils provide resiliency and youth development practices and concepts: youth are knowledgeable, wise, and helpful to each other when facilitators are courteous and respectful, share responsibility and leadership, and demonstrate belief in their abilities to rise to the challenges in groups and in life.

OUTPUTS:

A. Total number of girl group sessions 32

B. Total number of boy group sessions 40

PERFORMANCE MEASURES:

1) Reduce bullying among both genders and other negative behaviors;
2) Reduce body image issues by both genders;
3) Increase understanding that both genders have similar issues that need to be addressed and remedied;
4) Increase team building; and
5) Increase attendance at school, grades and behavior.

STRENGTHENING FAMILIES:

Funding available: $27,720.00 – one award

Parent and youth (10-17 years old), classes aiming to reduce substance use and behavior problems during adolescence through improved skills in nurturing and child management by parents and improved interpersonal and personal competencies among youths. Middle schools will be the primary target for program.

Basic structure consists of parents and youth attending separate skill-building groups for the first hour and spending the second hour together in supervised family activities. Parent group sessions clarify expectations based on child development norms, teach appropriate disciplinary practices, teach skills on managing strong adolescent emotion, and teach effective communication skills for dealing with their youth. Youth classes teach refusal skills for dealing with peer pressure and personal skills such as dealing with stress. During the joint family session, families are taught conflict resolution and communication skills. The sessions also involve games and activities designed to increase cohesiveness and introduce positive involvement of the youths in the family. In all sessions, videotaped presentations are used to introduce the topics and form discussions. Additionally youth are shown 15-minute videotapes that look at dealing with and resisting peer pressure.

Four booster sessions are designed to be used 6 months to 1 year after the first seven sessions to reinforce the skills gained in the original sessions. Youth sessions generally concentrate on strengthening goal setting, communication skills, behavior management techniques, and peer pressure. By contrast, parents generally discuss the importance nurturing while simultaneously setting rules, monitoring compliance and applying appropriate discipline. Topics include developing appropriate rules, encouraging good behavior, using consequences, building bridges, and protecting against substance abuse. This will be utilized in the middle school and high school with referrals from JPO, schools and teen court.

OUTPUTS:
A. Total number of youth classes 84
B. Total number of adult classes 84

PEFORMANCE MEASURES:
1) Parent competence and engagement in school;
2) Student substance abuse related risk;
3) 5% increase in attendance, grades and promotion to next grade;
4) Academic Success- 5% graduation; and
5) Targeted negative behavior reduction.

CYFD DATA COLLECTION:

All grantees of SFRJJB are required to keep an activity log, a youth registry and program specific measurements that follow the CYFD priority areas; these will be used for payment reimbursement and reporting.

The activity log will consist of:

1. Activity Date
2. Invoice Date
3. First Time Participating
4. Did you youth exit program
5. Exit completing all requirements
6. Offense/Commitment
7. Offense/Commitment Date
8. Program satisfaction
9. Discharge date

The youth registry will consist of:

1. Youth ID
2. City of Residence
3. Zip Code
4. Birth Month/Year
5. Gender
6. Race/Ethnicity
7. Population Served
8. Geographic location
9. Other Population
10. Gang Activity
11. Detention Status
12. Pueblo/Tribe