

**City of Santa Fe**  
**Community Services Department**

**Request for Proposals:**  
**Human Services Committee Funding**

**RFP # 19/31/P**

**PROPOSAL DUE:**  
**March 29, 2019**  
**Before 2:00 P.M.**  
**PURCHASING OFFICE**  
**CITY OF SANTA FE**  
**200 Lincoln Ave Rm 122**  
**SANTA FE, NEW MEXICO 87501**

Dear Community Partners:

As the Director of the Community Services Department for the City of Santa Fe, I am pleased to announce the release of our 2019-2021 Human Services Committee Funding. I believe the goals of the City of Santa Fe's Community Services Department reflected in this opportunity align with your goals. Together, we seek better health and improved quality of life for the people of Santa Fe. We want those 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. Collectively, we want our work to impact the health, safety, and quality of life of all the people in Santa Fe.

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 providers brought into alignment, not only by their desire to help clients and patients, but also by local funders and *our* alignment. Finally, we value the people we serve and want them to have a voice in shaping and impacting the kinds and quality of services they receive.

The Human Services Committee 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 residents 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 2018, the Human Services Committee underwent a semi-annual strategic planning retreat. The Committee'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 Committee continues to strategically focus on end/results framework to ensure funding is having a direct impact on the overall health and human services 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 19-21.

Sincerely,

**Kyra Ochoa**  
**Community Services Department Director**

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## **Additional Attachments:**

1. Budget Attachments A, B, C  
EEO/ADA Certificate  
NON-COLLUSION AFFIDAVIT  
Church/State Separation Certificate  
Social Needs Screening Tool  
Non-Disclosure and Conflict of Interest Statement  
Campaign Contribution  
Sample Contract  
Minimum Wage Ordinance

**REQUEST FOR PROPOSALS**

**PROPOSAL NUMBER #19/31/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 **before 2:00 p.m. local prevailing time, March 29<sup>th</sup>, 2019**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procurement of professional services for the following:

**HUMAN SERVICES COMMITTEE 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 sixty (60) 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: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 200 Lincoln Ave, Room 122, Santa Fe, New Mexico, 87505, (505) 955-5711.

  
\_\_\_\_\_  
Shirley Rodriguez, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 3/1/2019  
To be published on: 3/5/2019

Received by the Albuquerque Journal Newspaper on: 3/1/2019 To \_\_\_\_\_  
be published on: 3/5/2019

**PROPOSAL SCHEDULE**  
**RFP# 19/31/P**

- |     |   |  |
|-----|---|--|
| 1.  | Advertisement:  | March 5, 2019  |
| 2.  | Issuance of RFP:  | March 5, 2019  |
| 3.  | Technical Assistance Training:<br>3:30 p.m. to 5:00 p.m.<br>500 Market Station, Suite 200<br>Santa Fe, NM 87508<br>or<br>9:30 a.m. to 11:00 a.m.<br>500 Market Station, Suite 200<br>Santa Fe, NM 87508 | March 11 <sup>th</sup> , 2019<br><br>March 14 <sup>th</sup> , 2019 |
| 4.  | Receipt of proposals:<br>City of Santa Fe Purchasing Office<br>200 Lincoln Ave, Room 122,<br>Santa Fe, New Mexico 87501   | March 29 <sup>th</sup> , 2019                                      |
| 5.  | Review and Evaluation of proposals:   | April 1 <sup>st</sup> – April 12 <sup>th</sup> , 2019              |
| 6.  | Potential interviews with applicants:   | April 11 <sup>th</sup> – April 12 <sup>th</sup> , 2019             |
| 7.  | Human Services Committee Meeting<br>Final Recommendations:  | April 16 <sup>th</sup> , 2019                                      |
| 8.  | Recommendation of award<br>to Public Safety Committee Meeting:  | May 21 <sup>st</sup> , 2019  |
| 9.  | Recommendation of award<br>to Finance Committee:  | June 3 <sup>rd</sup> , 2019  |
| 10. | Recommendation of award<br>to City Council:   | June 12 <sup>th</sup> , 2019                                       |
| 11. | Prepare contracts for Fiscal Year 2019-2021   | June 13 <sup>th</sup> , 2019                                       |
| 12. | Beginning of Fiscal Year 2019-2020  | July 1 <sup>st</sup> , 2019  |

**DATES FOR CONSIDERATION BY THE CITY COMMITTEES 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 copies of the proposal with submittal requirements. Proposals will be received by the Purchasing Office **before 2:00 p.m.** local prevailing time, on **March 29<sup>th</sup>, 2019.**

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: '19/31/P  
Title of the Proposal: HUMAN SERVICES 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 vendors 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 committee 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 committee. 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**

Three (3) Quarterly Reports and one (1) 4<sup>th</sup> Quarter Report/Final Project 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.

**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 FUNDING CYCLE**

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

**18. ELIGIBLE ACTIVITIES AND COST ITEMS**

All expenses are subject to City approval. See line item budget categories for FY19-21 on pg. 29.

**19. INELIGIBLE ACTIVITIES 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 5% 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

### HUMAN SERVICES FUNDING (AGES 18+)

***Mission Statement:*** *To build and strengthen community capacity to address the most critical community health and wellness needs and improve outcomes for adults and families throughout Santa Fe.*

The Human Services Committee was formed by Resolution in 1987 and is charged by the City of Santa Fe Ordinance (2016) with advising and recommending health and human service policies, assessing and advocating for human service needs, coordinating resources to maximize cost-effectiveness, evaluating local human service programs, providing technical assistance to programs, and making funding recommendations to the City Council to support nonprofit organizations that provide and maintain a safety net of services to meet the essential health and human service needs of the adult residents of Santa Fe.

#### **Award Information:**

Funding for the Human Services Committee grants comes from a minimum of 2% of the City's share of the state gross receipts tax at approximately \$850,000.00. Funding award amounts for the 2019-2021 grant year will be capped at \$150,000 per year or \$300,000 for the total over two years.

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

#### **Human Services Strategies and Tiered Service Delivery:**

Over the past 2 years grantees of Human Services 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. 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 FY19-21 grant cycle the Human Services Committee in collaboration with the City of Santa Fe's Community Services Department and Santa Fe County's Community Services Department has created a two-tiered strategy for turning the curve on the Human Services Committee 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 on closing referral loops. Tier I grantees attend a Human Services meeting quarterly.

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 be 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.

In both Tier I and Tier II, agencies are required when possible to track referrals to and from community service agencies participating in the network through use of an IT system provided by the City. Tier II grantees send navigators to attend a quarterly Human Services meeting

### **Results Based Accountability:**

To ensure that funding is having a direct impact on the overall well-being of families and individuals within the community, the Human Services Committee uses Results-based Accountability (RBA) Framework and End/Results with Community Indicators. Results are sought within four priority funding categories: Adult Health, Behavioral Health, Community Safety and Equitable Society. Additionally, the Committee has identified Key Indicators 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.

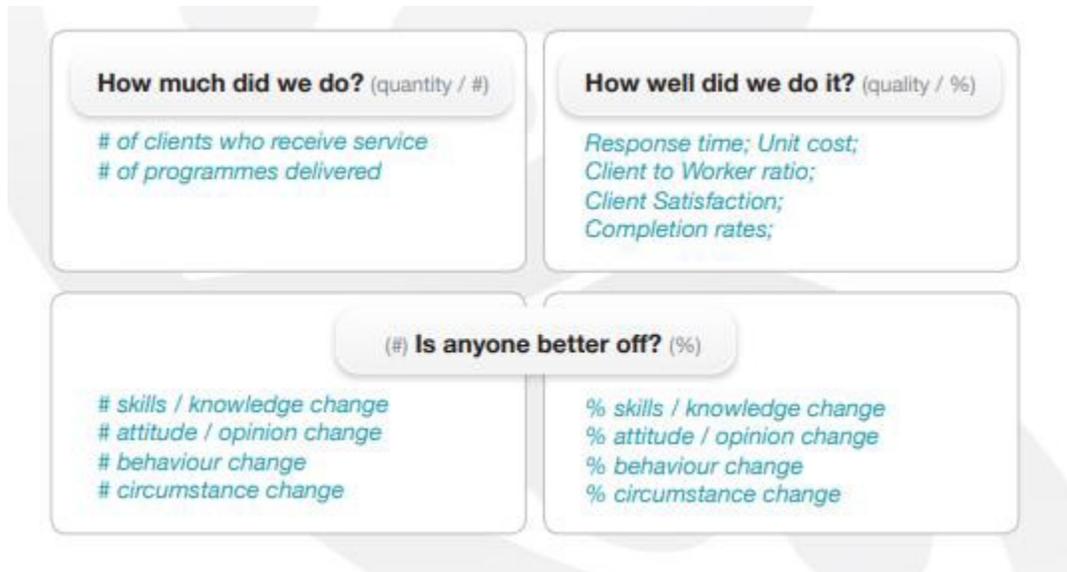
*Population accountability* is about improving the quality of life for a whole population that is defined by geography and/or characteristics.

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/>



## 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.

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

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 Human Services Committee 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.<sup>1</sup> 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.

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

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
- 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 Accountable Health Community Initiative.

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.

### **Human Services Data Project/IT System:**

The Human Services Committee 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 Human Services Committee 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 County Community Services Department 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.

### **Additional Grant Information:**

The Committee's intent is to strategically align applicants with results-based outcomes for their service populations. Via applicants aligning services and programs with the Committee'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 Human Services Committee's criteria listed in this Request for Proposals.

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

### **City Funding for Priority Populations:**

The Human Services Committee recognizes that disparities between demographics exists within the City of Santa Fe. In order to help all adults and families succeed within our community the Committee 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).
- Adults, 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 2018							
	1	2	3	4	5	6	7	8
30% Limits	\$14,600	\$16,650	\$18,750	<b>\$20,800</b>	\$22,500	\$24,150	\$25,800	\$27,500
Very Low Income	\$24,300	\$27,750	\$31,200	<b>\$34,650</b>	\$37,450	\$40,200	\$43,000	\$45,750
60% Limits	\$29,160	\$33,300	\$37,440	<b>\$41,580</b>	\$44,940	\$48,240	\$51,600	\$54,900
Low Income	\$38,850	\$44,400	\$49,950	<b>\$55,450</b>	\$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.

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 and Site Visits:

Reporting requirements are quarterly, as specified in the example HSC 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 11, 2019, 3:30-5:00pm** and **Thursday, March 14, 2019 9:30-12:00**; 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, phone: 955-6678 or email: [jjsanchez@santafenm.gov](mailto:jjsanchez@santafenm.gov), if you have any questions.

**FUNDING CATEGORIES FOR FISCAL YEAR 2019-2021:**

1. Adult Health
2. Behavioral Health
3. Community Safety
4. Equitable Society

(Cover Page)

<b>City of Santa Fe Human Services Proposal 2019-2021</b>		
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 2 YEARS):	Year 1:	Year 2:
Check One Service Delivery: <input type="checkbox"/> Tier I: Safety Net Services Delivery <input type="checkbox"/> Tier II: Safety Net Services Delivery and Navigation Services		
Cost Per Participant (for Human Services 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 (18+):		
Check One: <input type="checkbox"/> Previous Recipient <input type="checkbox"/> New Applicant		
Funding Category to be Addressed: <input type="checkbox"/> Adult Health <input type="checkbox"/> Behavioral Health <input type="checkbox"/> Community Health <input type="checkbox"/> Equitable Society (See page 23 for Funding Category List)		

Signature of Executive Director or Board President	Date
Signature from Fiscal Agent	Date

## Human Services Committee Ends Framework with Indicators

The Human Services Committee’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 Human Services Committee 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

<input type="checkbox"/> <b>Adult Health</b>	<input type="checkbox"/> <b>Behavioral Health</b>	<input type="checkbox"/> <b>Community Safety</b>	<input type="checkbox"/> <b>Equitable Society</b>
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### Indicators

<input type="checkbox"/> Chronic disease rates (heart disease, diabetes, obesity and cancer)  <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily  <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week)  <input type="checkbox"/> % Women receiving	<input type="checkbox"/> % Current depression (past 2 weeks)  <input type="checkbox"/> Suicide death rate  <input type="checkbox"/> % Binge drinking (past 30 days)  <input type="checkbox"/> Alcohol-related deaths  <input type="checkbox"/> Drug-overdose deaths  <input type="checkbox"/> Untreated adults	<input type="checkbox"/> Fall-related deaths among adults age 65+  <input type="checkbox"/> Homelessness rate  <input type="checkbox"/> Domestic violence rate	<input type="checkbox"/> % Unemployment  <input type="checkbox"/> % Food insecure households  <input type="checkbox"/> % Adults Age 25+ with post-secondary education  <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds
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prenatal care in 1 <sup>st</sup> trimester	with mental illness		
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**Outcomes/Results**

<b>People in Santa Fe are healthier.</b>	<b>People in Santa Fe are heathier.</b>	<b>Santa Fe is a safer community.</b>	<b>Santa Fe has a fair, just and equitable society; People in Santa Fe achieve their full potential.</b>
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**PROPOSAL NARRATIVE**

**1. Program Summary (not to exceed three pages)**

Please clearly describe the following:

1. State whether you are applying for Tier I Safety Net services or Tier II Safety Net and Navigation 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. 23). Describe what you plan to do and how the strategies of either providing Tier 1 or Tier II 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 HSC 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, committees 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 Human Services 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 **one electronic copy (usb flash drive) and the two copies of the proposal.**
1. All applicable licenses (current) from potentially funded positions (including contractors), and a copy of 2019 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. EEO/ADA Certification signed by Board Chairperson or Executive Director.
  7. NON-COLLUSION AFFIDAVIT must be signed and notarized.
  8. 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 Human Services Committee for their formal review. In the event the Committee 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 Human Services Committee, based on the following criteria, make actual funding recommendations to the Finance Committee of the City Council. The Human Service Committee members recommend that funding be awarded to grantees that demonstrate excellence on the HSC 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 Human Services Committee priority outcomes and indicators as outlined in the Ends Framework and RFP
- 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 adults 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 HSC formula.

*At its discretion, the City reserves the right to alter the membership and size of the committee. Scores of the evaluation committee 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 committee 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. 22)
  - Goals/Indicators Selected (pg. 23)
  - Proposal Narrative:
    - ✓ Program Summary
    - ✓ Data Collection
    - ✓ Collaboration
    - ✓ Organizational Stability (and attachments)
  - Submittal Requirements:
    - ✓ All applicable licenses (current) for potentially funded positions
    - ✓ 2019 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
    - ✓ IRS 990 Statement
    - ✓ 2017/2018 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
    - ✓ Local Preference Form

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.

### **HUMAN SERVICES REP 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 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 2019-2021**

**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 Human Services fund will cover as well as additional funding from other outside funders, donors, supporters, etc. Total funding requested from the Human Services fund should add up to the grand total on Attachment C.

<b>PROPOSED PROGRAM BUDGET</b> <i>(one year)</i>					
<b>Expense Category</b>		<b>Total Organization Budget (actual)</b>	<b>Total Program Budget (actual/estimate)</b>	<b>Total Funding Request from the City Human Services Fund</b>	<b>Other Funders and Amounts Supporting Program</b>
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)	\$	\$	\$	
<b>TOTAL</b>		\$	\$	\$	

**(Budget Attachment C)**

Line Item Breakdown for Proposed Request

This page should include all staff members both non-funded and potentially funded by the Human Services Committee that will run the program. The term “staff” refers to all paid employees of the organization (“personnel”), whether full or part-time. It also includes contractual workers, hired separately by the organization. Even for annual salaries, break them down into an hourly rate so reviewers can compare the costs across programs. **Non-profits must include the salaries of their executive directors.**

Use Attachment A to fill out the information below

<b>1. Personnel</b> – include number of hours, FTE, % PTE, hourly rate and total requested for all positions, include % being covered by HSC funding. Include fringe benefits only if Human Service funds will be covering them. Attach additional pages if necessary.		
Position Title: <i>Executive Director</i> 1.1 Hourly Rate: 1.2 Benefits: Credentials/Training:	<b>HSC Funded</b> <b>\$</b> <b>Total Hours:</b>	<b>HSC Funded</b> <b>%</b>
Position Title: 1.1 Hourly Rate: 1.2 Benefits: Credentials/Training:	<b>HSC Funded</b> <b>\$</b> <b>Total Hours:</b>	<b>HSC Funded</b> <b>%</b>
Position Title: 1.1 Hourly Rate: 1.2 Benefits: Credentials/Training:	<b>HSC Funded</b> <b>\$</b> <b>Total Hours:</b>	<b>HSC Funded</b> <b>%</b>
Position Title: 1.1 Hourly Rate: 1.2 Benefits: Credentials/Training:	<b>HSC Funded</b> <b>\$</b> <b>Total Hours:</b>	<b>HSC Funded</b> <b>%</b>
Position Title: 1.1 Hourly Rate: 1.2 Benefits: Credentials/Training:	<b>HSC Funded</b> <b>\$</b> <b>Total Hours:</b>	<b>HSC Funded</b> <b>%</b>
Position Title: 1.1 Hourly Rate: 1.2 Benefits: Credentials/Training:	<b>HSC Funded</b> <b>\$</b> <b>Total Hours:</b>	<b>HSC Funded</b> <b>%</b>
<b>SUB-TOTAL</b>	<b>\$</b>	<b>%</b>

*If position is being covered by City funds licensed or certified workers must include a copy of a current license*

**(Budget Attachment C—Continued)**

<b>2. Contractual Services – describe service and amounts requested, include % being covered by HSC funding. For professional contractors include position title, number of hours, hourly rate, etc.</b>		
	<b>HSC Funded \$</b>	<b>HSC Funded %</b>
<b>SUB-TOTAL</b>	<b>\$</b>	<b>%</b>

*If position is being covered by City funds licensed or certified workers must include a copy of a current license*

<b>3. Commodities</b> – what items, how many, cost per unit equals total request, include % being covered by HSC funding.		
Item: Amount: Estimated Cost Per Item:	<b>HSC Funded</b> \$	<b>HSC Funded</b> %
Item: Amount: Estimated Cost Per Item:	<b>HSC Funded</b> \$	<b>HSC Funded</b> %
Item: Amount: Estimated Cost Per Item:	<b>HSC Funded</b> \$	<b>HSC Funded</b> %
Item: Amount: Estimated Cost Per Item:	<b>HSC Funded</b> \$	<b>HSC Funded</b> %
Item: Amount: Estimated Cost Per Item:	<b>HSC Funded</b> \$	<b>HSC Funded</b> %
<b>SUB-TOTAL</b>	<b>\$</b>	<b>%</b>
<b>GRAND-TOTAL</b>	<b>\$</b>	<b>%</b>

**(Budget Attachment C—Continued)**  
**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.)

**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.)

**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)

*Attachment #3*

**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, 2019.

\_\_\_\_\_  
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.

\_\_\_\_\_

## 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 committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**"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 Contract  
GOODS AND SERVICES  
Tier I: Safety Net Services  
REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and <Enter Vendor Name>herein after referred to as the "Contractor."

**IT IS MUTUALLY 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. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.
- e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.
- g. Unemployment: the circumstance of being without a paid job while available to work.
- h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- 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.

**2. Scope of Work**

Tier I: Safety Net Services Delivery

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 <sup>st</sup> trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

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) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.
- 3) Provide Program Manager or other appointed City staff with quarterly data on

performance measures, outcomes of referrals and number of clients served.

- 4) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.
- 5) 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.

C. Deliverables:

- 1) Services to a minimum of \_\_\_\_\_ adult individuals and/or families.
- 2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee 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 Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: \_\_\_\_\_

Unduplicated People Served x \$\_\_\_\_\_ (annual per person rate) = \$\_\_\_\_\_ (Total Contract Amount)

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

**5. Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30<sup>th</sup> 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

**6. Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract 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 costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or 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 supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

**7. Termination**

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

B. Notice: City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the

City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

## **8. 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 Paragraph 7 herein, or to agree to the reduced funding.

## **9. Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

## **10. 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.

## **11. 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.

**12. Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**13. Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

**14. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**15. Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**16. Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

**17. Records and Financial Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation

Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

**18. Appropriations**

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, shall terminate 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.

**19. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

**20. 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 prior written approval by the City.

**21. Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

**22. Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

**23. Scope of Agreement: 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**24. Notice**

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 bribes, gratuities and kickbacks.

**25. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

**26. Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

**27. 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.

**28. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the 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.

**29. Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

**30. Incorporation by Reference and Precedence**

A. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

**31. 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.

**32. Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

**33. Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

**34. 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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. 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.

**35. Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**36. 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.

**37. 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.

**38. Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- 111. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 11. replace or modify the product or service so that it becomes non-infringing; or,
- 111. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to

any product or service modified by the City to the extent such modification is the cause of the claim.

**39. Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

**40. Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the City.

**41. Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

**42. Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200,  
[jjisanchez@ci.santa-fe.nm.us](mailto:jjisanchez@ci.santa-fe.nm.us)].

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

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

**43. Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**44. Reporting**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15<sup>th</sup> falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.	<b><u>Fiscal Year Quarters:</u></b>	<b><u>Reports Due:</u></b>
	Quarter 1: July-September	October 15th
	Quarter 2: October-December	January 15th
	Quarter 3: January-March	April 15th
	Quarter 4: April-June	July 5th

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:

CONTRACTOR:

\_\_\_\_\_  
ALAN M. WEBBER, MAYOR

\_\_\_\_\_  
NAME:  
TITLE:

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

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

CRS#EXEMPT  
REGISTRATION # 19-\_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM FOR REQUESTS FOR PROPOSALS ONLY:

 \_\_\_\_\_  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY T. MCCOY  
FINANCE DIRECTOR  
22763.510400  
Business Unit Line Item

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Tier II Navigation Services  
REQUEST FOR PROPOSALS

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. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.
- b. Navigation: the function of linking clients with essential health and community services, 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.
- c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.
- d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. <https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm>
- e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.
- f. Unemployment: the circumstance of being without a paid job while available to work.
- g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.
- h. 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).
- i. 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.

- j.* 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. '1;11e 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.
  
- k.* 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.
  
- l.* 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.

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**2. Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services

Funding Category/Goal Area	Indicators
<input type="checkbox"/> Adult Health	<input type="checkbox"/> Chronic disease rates (Heart disease, diabetes, cancer, and obesity) <input type="checkbox"/> Rate of adults consuming 5+ fruits and veggies daily <input type="checkbox"/> Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) <input type="checkbox"/> % Women receiving prenatal care in 1 <sup>st</sup> trimester
<input type="checkbox"/> Behavioral Health	<input type="checkbox"/> % Current depression (past 2 weeks) <input type="checkbox"/> Suicide death rates <input type="checkbox"/> % Binge drinking (past 30 days) <input type="checkbox"/> Alcohol-related deaths <input type="checkbox"/> Drug-overdose deaths <input type="checkbox"/> Untreated adults with mental illness
<input type="checkbox"/> Community Safety	<input type="checkbox"/> Fall-related deaths <input type="checkbox"/> Homelessness rate <input type="checkbox"/> Domestic Violence rate
<input type="checkbox"/> Equitable Society	<input type="checkbox"/> % Unemployment <input type="checkbox"/> % Food insecure households <input type="checkbox"/> % Adults Age 25+ with Post-Secondary education <input type="checkbox"/> Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

- 1) Safety-net services in the above-selected funding category/goal area to impact the selected indicator(s).
- 2) Navigation Services to City of Santa Fe residents.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse,

and access to healthy food.

- 5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:
  - a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.
  - b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.
- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 10) 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 \_\_\_\_ adult individuals and/or families.
- 2) Navigation services to a minimum of \_\_\_\_ adult individuals and/or families.
- 3) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.
- 4) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. 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 (\$ \_\_\_\_\_ ) per unduplicated person served for up to \_\_\_\_\_ persons in FY19, up to a total of \_\_\_\_\_. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY19 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) in FY19.**

B. 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 (\$ \_\_\_\_\_ ) per unduplicated person served for up to \_\_\_\_\_ persons in FY20, up to a total of \_\_\_\_\_. The New Mexico gross receipts tax levied on the amounts payable under this Agreement in FY20 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) in FY20.**

C. Payment in FY20 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.)

D. 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 EFFECTNE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30<sup>th</sup> 2021** 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. Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. 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.

**22. Records and Financial Audit.**

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, 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. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200,  
[jsanchez@ci.santa-fe.nm.us](mailto:jsanchez@ci.santa-fe.nm.us)].

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

**28. 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.

**29. Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

**30. Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15<sup>th</sup> of the month subsequent to the Quarter end date with the exception of the 4<sup>th</sup> quarter which is due July 5<sup>th</sup>. If the 15<sup>th</sup> falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

**B. Fiscal Year Quarters:**

Quarter 1: July-September  
Quarter 2: October-December  
Quarter 3: January-March  
Quarter 4: April-June

**Reports Due:**

October 15<sup>th</sup>  
January 15<sup>th</sup>  
April 15<sup>th</sup>  
July 5<sup>th</sup>

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:

CONTRACTOR:

\_\_\_\_\_  
ALAN M. WEBBER, MAYOR

\_\_\_\_\_  
NAME:  
TITLE:

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

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

CRS# EXEMPT  
REGISTRATION# 19-\_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

   
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY T. MCCOY, FINANCE DIRECTOR

22763.510400  
Business Unit Line Item



# 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, 2018 ALL WORKERS WITHIN THE  
CITY OF SANTA FE  
SHALL BE PAID A LIVING WAGE OF

**\$11.40**  
**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.