



City of Santa Fe, New Mexico


Memorandum



DATE: October 19, 2020

TO: Jarel LaPan Hill, City Manager

VIA: Mary McCoy, Finance Director
Fran Dunaway, Chief Procurement Officer
Alexis Lotero, Budget Officer

FROM: Kyra Ochoa, Community Services Director 

ITEM AND ISSUE:

Request of the approval of CARES funding for a total amount of \$1,370,050.00 to the following local service providers (PART 1 of 2):

CONNECT Funds Organization Name	Amount Requested	5 %Admin Cost	Amount
Life Link	\$ 190,000.00	\$ 9,500	\$ 199,500.00
Esperanza	\$ 190,000.00	\$ 9,500	\$ 199,500.00
NM Coalition to End Homelessness	\$ 190,000.00	\$ 9,500	\$ 199,500.00
Youth Shelters	\$ 150,000.00	\$ 7,500	\$ 157,500.00
Adelante	\$ 120,000.00	\$ 6,000	\$ 126,000.00
YouthWorks	\$ 100,000.00	\$ 5,000	\$ 105,000.00
EarthCare	\$ 25,000.00	\$ 1,250	\$ 26,250.00
Interfaith Shelter	\$ 30,000.00	\$ 1,500	\$ 31,300.00
SF Recovery Center	\$ 150,000.00	\$ 7,500	\$ 157,500.00
Monte del Sol	\$ 20,000.00	\$ 1,000	\$ 21,000.00
Gerard's House	\$ 80,000.00	\$ 4,000	\$ 84,000.00
Big Brothers Big Sisters	\$ 50,000.00	\$ 2,500	\$ 52,500.00
PIE Fathers New Mexico	\$ 10,000.00	\$ 500	\$ 10,500.00
	\$ 1,305,000.00	\$ 65,250	\$ 1,370,050.00

BACKGROUND AND SUMMARY:

As part of the City's proposal for CARES Act funding, the Community Services Department was granted emergency flexible funds for residents affected by COVID-19 to be distributed to eligible City residents via the Connect network. Our existing Connect network of health and human service safety-net providers, which was expanded in the spring when the City Council issued Emergency Funds, has established contracts with the above vendors for navigation services. All partners in the network have agreed to follow Connect protocols, including using a universal screening tool to determine needs regarding social determinants of health such as housing, food, transportation, utilities assistance, need for interpersonal safety, and childcare and using a shared care coordination platform, Unite Us, to enter eligible clients, screen, make referrals, and track client progress. New contracts are being put forward to the above agencies in the above amount for 5% administration fees to bolster staff capacity to serve more clients and for direct relief to clients for allowable uses of CARES funds, which include rent assistance, hotel assistance, and assistance with utilities, transportation, and food needs via payments to eligible Connect clients for bills in arrears. All contractors agree to use the Unite Us platform for screening, referrals to others in the network, and now tracking of relief fund expenses. All will invoice at least monthly and provide proof of expenditure following newly developed CARES funding Connect protocols.

PROCUREMENT METHOD:

The Health Care Exemption. The State of New Mexico procurement code outlines the Health Care Exemption 13-1-98.1B as follows:

The provisions of the Procurement Code [[13-1-28](#) NMSA 1978] shall not apply to procurement of items of tangible personal property or services by a state agency or a local public body through...:

B. an agreement with any other state agency, local public body or external procurement unit or any other person, corporation, organization or association for the purpose of creating a network of health care providers or jointly operating a common health care service, if the state purchasing agent or a central purchasing office makes a determination that the arrangement will or is likely to reduce health care costs, improve quality of care or improve access to care.”

As Connect creates a network of health and human service providers jointly operating the common service of screening for health-related needs and shared referrals to address health-related needs using a shared care coordination software system, Unite Us, the Health Care Exemption procurement method applies.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Community Development/240

Munis Org Name/Number: Health and Human Services/Grants and Contracts

Munis Object Name/Number: 2400122.510400

ACTION REQUESTED:

Please approve the contracts for these local service providers.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202242

Contractor: EARTHCARE

Description: 2020 CARES Act CONNECT Service Provider

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: Upon signature Term End Date: 12/30/2020

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ 26,250.00

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____


Frank Cupaway (Oct 21, 2020 19:15 MDT)

Purchasing Officer Review:

Oct 21, 2020
Date:

Comment & Exceptions: CARES ACT FUNDS/COVID-19 HEALTH CARE EXEMPTION 13-1-98.1 B.

4. **Funding Source:** Fund 240 - Community Development **Org / Object:** 2400122.510400


Alexis Lotero (Oct 21, 2020 17:14 MDT)

Oct 21, 2020

Budget Officer Approval:

Date:

Comment & Exceptions: Project Ledger ID: CARES20HSC 10/21/20

Staff Contact who completed this form: Kent DeYoung Phone # 955-6568

Email: kddeyoung@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: EARTHCARE

Procurement Title: 2020 CARES Act CONNECT Service Providers

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒ Healthcare Exemption

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Community Services Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: <u>FEIN #33-1017279; CRS #02-953054-00-7; SF License #224837</u>

Kent DeYoung Administrative Manager 09/22/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway (09/21, 2020 19:15 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

PURPOSE

This procurement only covers services, assets, and/or goods that are necessary due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) and incurred on or before December 30, 2020. Specifically, expenditures must be used for actions taken to respond to the public health emergency, such as medical expenses, public health expenses, expenses of actions to facilitate compliance with COVID-19-related public health measures, and other COVID-19-related expenses reasonably necessary to the function of government that satisfy the CARES Act Fund’s eligibility criteria.

This procurement does not cover damages covered by insurance; payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency; expenses that have been or will be reimbursed under any federal program; reimbursement to donors for donated items or services; workforce bonuses other than hazard pay or overtime; severance pay; or legal settlements. All work must align with the purpose of this procurement.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

- 1) Use Unite Us or another tracking mechanism as approved by the City;
- 2) Screen and assess clients for COVID-19 related needs, as well as the Social Determinants of Health, as outlined in the Connect Navigation Protocols and connect them with appropriate services and resources;
- 3) Adhere to the Navigation and CARES emergency support funds guidelines outlined in the Connect Navigation Protocols (Appendix 1);
- 4) Maintain the confidentiality of all clients’ personal identifying information and clients’ health information, other than the extent to which disclosure is necessary to obtain services or other needs identified and

- desired by the client and permitted under this Agreement; and
- 5) Seek reimbursement on a bi-monthly basis for 5% administrative fees and expenditures recorded in the Unite Us system unless another frequency of reimbursement is agreed upon with the CITY.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed for emergency support funds disbursed to clients according to the guidelines established in the Connect Navigation CARES Protocols for use of CARES Act eligible expenses up to a total amount of twenty six thousand two hundred fifty dollars (\$26,250.00), inclusive of a 5% administration fee of one thousand three hundred twelve dollars and fifty cents (\$1,312.50); including gross receipts tax. The five percent administrative fee shall be paid to Contractor for expenses for the administration of the Emergency Flexible Funds. The contractor shall submit an invoice for funds disbursed and the administrative fee on a bi-monthly basis. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (26,250.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by December 23, 2020 in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 30, 2020** 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, or December 14, 2020, whichever comes first. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and

warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

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

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

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

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

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

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any

Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall retain all receipts of payment, invoices, and any other records of expense, and, if providing services to the City, shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of all services rendered during the Agreement's term and effect. The Vendor shall retain the records for a period of five (5) years from the date of final payment. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

22. Indemnification.

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City: [Julie Sanchez, PO Box 909 Santa Fe, NM 87504-0909,
jjsanchez@santafenm.gov].

To the Contractor: [Earth Care, 6600 Valentine Way, Building A,
505-983-6896, info@earthcarenm.org]

27. Authority.

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

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

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Oct 22, 2020 15:59 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Oct 22, 2020

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE: XIV
XIV

Marcos Martinez
Marcos Martinez (Oct 14, 2020 13:05 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

2400122.510400

Org. Name/Org#.

AL
AL

CONTRACTOR:

Earth Care

Bianca Sopoci-Belknap

Bianca Sopoci-Belknap

NAME

Co-Director

TITLE

DATE: October 16,

CRS# 02-953054007

Registration # _____

Attachment 1

NM CARES Act: CONNECT FLEXIBLE FUND

Any person enrolled in CONNECT is eligible to receive CARES Act Flexible Funds if the expenditures are incurred due to the covid-19 pandemic. The SDOH Screen must identify needs, and documentation to verify the unmet need must be uploaded into the Unite Us platform. Documentation must demonstrate that the reason assistance is needed is related to COVID -19, such as job loss, or reduction in hours or other COVID related reason. In general, rent requests should be paid on a monthly basis. Up to 3 months of outstanding rent can be paid if accompanied with past due notices for 3 months. If a reduction of income is the cause for outstanding balances include prior and current pay stubs. Mortgage assistance requests should be made by an out of network referral to the Santa Fe County Housing Authority.

NM CARES Act Flexible Funding is available to provide up to three months of rent assistance, childcare, and any item included on the approved list of the CONNECT Flexible Fund protocols to individuals and families enrolled in CONNECT. Follow enrollment procedures available in the Navigation Protocols. The following protocol outlines navigator and organization responsibilities for utilizing funds, documenting and invoicing of expenditures, as well as the City and County approval process. Once invoices are approved, the City or County will reimburse each organization on a monthly basis.

The Flexible Fund responds to a person's emerging or immediate crisis relating to COVID-19 that involve housing, transportation, utilities, access to food, personal safety, or other unmet Social Determinants of Health. A list of pre-approved uses is provided in Exhibit A in the FY'21 Navigation Protocols and are attached. Please note the list has been revised and includes new items that have been approved for purchase.

Other uses may be allowed by prior written approval of the contract managers for the City and County. Flexible Funds are intended to serve as the *payor of last resort*, not to supplant other available funding sources. Flexible Funds can be used for episodes up to three months or by December 30, 2020. The navigator must work with the individual to identify ongoing funding to avoid repeated use for the same request after CARES Act funding has been utilized.

Any person enrolled in CONNECT is eligible to receive CARES Act Flexible Funds. The SDOH Screen must identify needs, and documentation to verify the unmet need must be uploaded into the platform. Document COVID-19 needs by answering questions on the COVID-19 Social Needs Screen to demonstrate the reason assistance is needed is related to COVID -19, such as job loss, or reduction in hours or other COVID related reasons. In general, rent requests should be paid on a monthly basis. Up to 3 months of outstanding rent can be paid if accompanied with past due notices for 3 months. If a reduction of income is the cause for outstanding balances include prior and current pay stubs. Mortgage assistance requests should be made by an out of network referral to the Santa Fe County Housing Authority.

There is no limit on the number of items, frequency, or amount of Flexible Funds that an individual may receive, except that a person may not receive funds for the same item more than three months from the same organization, and the navigation service cannot expend or commit more funds than are present in the account for Flexible Funds at the time of the request. All CARES Act funding must be spent by December 30, 2020.

A navigator may obtain an item with Flexible Funds and give it to the individual or accompany the individual and pay for an item with Flexible Funds but cannot give Flexible Funds to the individual to pay for an item.

Flexible Funds cannot be used for any purpose not specified in the Flexible Fund protocol. Flexible Fund purchases are tracked in the Unite Us platform and on an invoice submitted to the funding source on a monthly basis.

The Flexible Fund Assessment in the Unite Us platform documents expenditures for reporting purposes. Expenditures must be documented in the Unite Us platform within the reporting term (monthly) of purchase and verified by the CFO prior to invoicing for an item. Best practice for documenting Flexible Fund expenditures in the Unite Us platform is within 24 hours. Please refer to the Network Standards for a detailed description of how to document expenditures in the Unite Us platform.

For reimbursement, receipts must be submitted electronically with the invoice provided by the City and County. Receipts must be titled with the name of individual, the date and the service category of the expenditure and clearly indicate the item purchased. The spreadsheet must show expenditures in the correct service category and match documentation in the Unite Us platform.

Invoices will be emailed to the program manager within 10 days after the month ends.

Santa Fe County funded organizations:

Health Care Assistance Program Manager

Jennifer N. Romero, jnromero@santafecountynm.gov

City of Santa Fe funded organizations:

Children and Youth Program Manager, Youth and Family Services Division

Julie Sanchez, jsanchez@santafenm.gov

Project Administrator, Youth and Family Services Division

Michelle Gurule, magurule@santafenm.gov

The City or County will reimburse organizations within 30 days of receipt of approved invoices.

If you have any questions regarding this protocol, contact:

COUNTY: Jennifer Romero, jnromero@santafecountynm.gov

CITY: Julie Sanchez, jsanchez@santafenm.gov

EXHIBIT A

HOUSING:	YES	NO:
	Rent Sleeping mat Sleeping bag Mold remediation Pest removal Housing repairs or safety modifications such as plumbing and water leaks, electrical, heat, oven, hot water repairs, smoke detectors or grab bars Fees for identification needed to obtain housing	Security Deposit Tent
TRANSPORTATION:	Bus pass Fuel for vehicles Uber and Lyft gift cards Fees for Driver's License or identification needed to obtain license Vehicle repairs and parts to keep vehicle roadworthy Car seat Vehicle insurance (one time) Bicycle parts and repair Gas card (identification required for use)	
UTILITIES:	Emergency cell phone Pellets Firewood Propane Fan Gas, Electric or Water Bill payment (one time) Flashlight Fees for identification needed to obtain utilities Smoke and Carbon Monoxide detectors	
FOOD:	Groceries Hot meal MoGro membership Baby formula Breast feeding supplies Pre-natal vitamins Fees for identification needed for SNAP application Grocery card (identification required for use)	

INTERPERSONAL

SAFETY:

One-way train, bus fare for safe destination

Emergency hotel (up to one week)

Court fees such as filing fees for new birth certificate, social security card, and ID/Driver's License

Asylum application fee

Fee for name change needed for safety

OTHER:

Weather-appropriate clothing

Expenses related to education and securing employment (e.g., registration fees, clothing for work, cap and gown for graduation)

Childcare assistance

Medical bills, prescriptions and durable medical equipment will not be paid for.






Earth Care CONNECT_Professional Services Contract CARES

Final Audit Report

2020-10-14

Created:	2020-10-13
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzUNPAVHmq1iKus8Pudhbi31jZXvXAyif

"Earth Care CONNECT_Professional Services Contract CARES" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-10-13 - 2:24:59 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-10-13 - 2:25:22 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-10-13 - 2:26:37 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-10-14 - 7:05:47 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2020-10-14 - 7:05:47 PM GMT



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: EARTH CARE
DBA: EARTH CARE

Business Location: 6600 VALENTINE WAY A
SANTA FE, NM 87507

Owner: CHRISTINA SELBY

License Number: 224837

Issued Date: August 26, 2020

Expiration Date: December 31, 2020

CRS Number: 02953054007

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

EARTH CARE
6600 VALENTINE WAY A
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505		CONTACT NAME: Ed Risley PHONE (A/C No. Ext): (505) 982-4302 FAX (A/C No.): (505) 989-9186 E-MAIL ADDRESS: erisley@danielsinsuranceinc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Casualty Insurance Co	
		INSURER B: Cincinnati Insurance Companies	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 28859

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			ECP0278385	09/15/2020	09/15/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	34WECAA4330	04/16/2020	04/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Directors and Officers			EMN0553834	09/30/2020	09/30/2021	\$1,000 Deductible \$ 1,000,000
B	Employment Practices Liab			EMN0553834	09/30/2020	09/30/2021	\$1,000 Deductible \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General Liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe P.O. Box 909 Santa Fe NM 87504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Signature: Xavier Vigil
Xavier Vigil (Oct 22, 2020 15:47 MDT)

Email: xivigil@santafenm.gov












CM COMM SVS EARTHCARE CARES ACT


Final Audit Report


2020-10-23


Created:	2020-10-21
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh6gGaoejFhfUpVgpJkg6Psm4iJ5jvVXW


"CM COMM SVS EARTHCARE CARES ACT" History


-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-10-21 - 4:16:38 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2020-10-21 - 4:22:24 PM GMT
-  Email sent to jjsanchez@santafe.nm.gov bounced and could not be delivered
2020-10-21 - 4:22:36 PM GMT
-  Restricted visibility Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2020-10-21 - 11:14:08 PM GMT- IP address: 104.47.64.254
-  Restricted visibility Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2020-10-21 - 11:14:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2020-10-21 - 11:14:58 PM GMT
-  Restricted visibility Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2020-10-22 - 1:14:45 AM GMT- IP address: 104.47.65.254
-  Restricted visibility Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-10-22 - 1:15:51 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-10-22 - 1:15:55 AM GMT
-  Restricted visibility Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-10-22 - 4:27:11 PM GMT- IP address: 104.47.64.254
-  Restricted visibility Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-10-22 - 4:43:59 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature
2020-10-22 - 4:44:04 PM GMT


 Document shared with Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2020-10-22 - 7:06:34 PM GMT- IP address: 63.232.20.2


 Restricted visibility Email viewed by Xavier Vigil (xivigil@santafenm.gov)
2020-10-22 - 9:39:25 PM GMT- IP address: 104.47.65.254


 Restricted visibility Document e-signed by Xavier Vigil (xivigil@santafenm.gov)
Signature Date: 2020-10-22 - 9:47:37 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature
2020-10-22 - 9:47:41 PM GMT


 Restricted visibility Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
2020-10-22 - 9:58:25 PM GMT- IP address: 104.47.65.254

 Restricted visibility Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)
Signature Date: 2020-10-22 - 9:59:45 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature
2020-10-22 - 9:59:50 PM GMT

 Restricted visibility Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)
2020-10-23 - 3:52:38 PM GMT- IP address: 104.47.65.254

 Restricted visibility Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)
Signature Date: 2020-10-23 - 3:53:01 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2020-10-23 - 3:53:01 PM GMT