

City	of Santa	Fe,	New	Mexi	ico
	Men	oran	dum		



DATE:	September 29, 2020
TO:	Alan Webber, Mayor and City Council
VIA:	Mary McCoy, Finance Department Director Fran Dunaway, Chief Procurement Officer Kyra Ochoa, Community Services Department Director
FROM:	Julie Sanchez, Youth and Family Services Division Director

ITEM AND ISSUE:

Request for the Approval of Multiple Service Agreements in the Total Amount of \$ (3,749,652.00) for (Prevention and Intervention Services for the Youth of Santa Fe for three (3) years); (Multiple Vendors); (Julie Sanchez, jjsanchez@santafenm.gov and 505-570-7355)

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe. The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and 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 that need.

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

On April 29, 2020 the Commission, split into subcommittees made their final funding recommendation, which will be presented to the Quality of Life Committee, Finance Committee and Governing Body for FY 2021-23 (Please reference Appendix A and B for recommendations and descriptions of programs being recommended for funding). All contracts will expire on June 30, 2023.

CONTRACT NUMBER:

Multiple award recommendations were made by the Children and Youth Commission (Please reference Appendix A for the Munis contract numbers)

FUNDING SOURCE:

The funding source is: **Fund Name/Number**: Children and Youth Fund/Fund 256 **Munis Org Name/Number:** Children and Youth/2560122 **Munis Object Name/Number:** Grants and Services/510400

ACTION REQUESTED:

The Community Services Department and the Youth and Family Services Division respectfully requests your review and approval.

		Name of Potential CYC		Tier	Recom	Recommended		
Na	Name of Nonprofit Organization	Funded Program	Applicant Status	Selected	Yearly	Yearly Funding F	Funding Category/Goal Area	MUNIS
1 Bi£	Big Brothers Big Sisters Mountain Region	BBBS Mentoring SF	Previous Applicant	Tier II	Ş	50,000.00 E	50,000.00 Early Childcare and Supplemental Education	3202188
2 Co	Communities in Schools of New Mexico	CIS Site Coordinator	Previous Applicant	Tier II	Ş	50,000.00 E	50,000.00 Early Childcare and Supplemental Education	3202189
3 Co	Cooking With Kids	Cooking With Kids	Previous Applicant	Tier III	Ş	20,000.00	20,000.00 Early Childcare and Supplemental Education	3202191
4 Es	Esperanza Shelter	Seeds of Hope	Previous Applicant	Tier II	Ş	37,000.00	37,000.00 Youth Wellness	3202192
5 Ge	Georgia O'Keeffe - Community Educators Network	CEN Out of School Time	Previous Applicant	Tier III	Ş	37,000.00 E	37,000.00 Early Childcare and Supplemental Education	3202212
6 Ge	Gerard's House	Nuestra Jornada	Previous Applicant	Tier II	Ş	80,000.00	80,000.00 Youth Wellness	3202193
7 Gii	Girls Inc.	Girls Inc. Experience	Previous Applicant	Tier II	Ş	40,000.00	40,000.00 Youth Wellness	3202194
8 Ne	New Mexico Suicide Intervention Project	Youth Suicide Prevention	Previous Applicant	Tier II	Ş	75,000.00	75,000.00 Youth Wellness	3202195
9 Ne	9 New Vistas	Early Intervention	Previous Applicant	Tier I	Ş	20,000.00	20,000.00 Early Childcare and Supplemental Education	3202196
10 PIE	10 PIE - Fathers New Mexico	Fatherhood Services	Previous Applicant	Tier II	Ş	30,000.00 E	30,000.00 Early Childcare and Supplemental Education/Youth Wellness	3202197
11 PIE	11 PIE - Parent Involvement Program	Strengthening Families	Previous Applicant	Tier III	Ş	10,000.00	10,000.00 Youth Wellness	3202208
12 Sa	12 Santa Fe Recovery Center	Women and Children	Previous Applicant	Tier II	Ş	40,000.00 E	40,000.00 Early Childcare and Supplemental Education	3202198
13 SF	13 SFCC - Kids Campus	Mixed PreK Extend Day	Previous Applicant	Tier III	Ş	70,000.00	70,000.00 Early Childcare and Supplemental Education	3202199
14 SF	14 SFP - Breakthrough Santa Fe	Academic Enrichment	Previous Applicant	Tier III	Ş	27,000.00 E	27,000.00 Early Childcare and Supplemental Education	3212201
15 SF	15 SFPS - Adelante Program	Expanded Liaison	Previous Applicant	Tier II	Ş	74,000.00 E	74,000.00 Early Childcare and Supplemental Education/Youth Wellness	3202202
16 SF	16 SFPS - Restorative Justice Program	Restorative Justice	New Applicant	Tier III	Ş	50,000.00	50,000.00 Youth Wellness	3202209
17 SF	17 SFPS - Teen Parent Program	Teen Parent Program	Previous Applicant	Tier II	Ş	96,328.00	96,328.00 Early Childcare and Supplemental Education/Youth Wellness	3202203
18 SII	18 SITE Santa Fe	Art Education	Previous Applicant	Tier III	Ş	35,000.00 E	35,000.00 Early Childcare and Supplemental Education	3202204
19 Un	19 United Way of Santa Fe County	Family and Community	Previous Applicant	Tier II	Ş	80,000.00	Early Childcare and Supplemental Education	3202205
20 Yo	20 Youth Shelters and Family Services	Homeless Youth Project	Previous Applicant	Tier II	Ş	100,000.00	100,000.00 Youth Wellness	3202206
21 Yo	21 YouthWorks	YouthWorks	Previous Applicant	Tier II	Ş	48,556.00 N	48,556.00 Youth Wellness	3202207
Inr	Innovation Fund				Ş	100,000.00		
D	Unite Us Licenses				Ş	20,000.00		3202210

APPENDIX A: Children and Youth Commission Recommended Funding for FY21-23

Tier Definition:

Data Consultant

Tier I will focus on safety net services delivery, e.g. Tier II will focus on not only on safety net services delivery and Tier III will focus on services only. Organizations would be required to allow a city; county or partner agency navigator to be present if a need arises or participate in events for outreach and to collaborate when appropriate. services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to # of individuals served with units or items of service closing referral loops but also on screening and navigation delivery such as food, clothes, hours of counseling, etc. and sending and closing referral loops.

60,000.00 1,249,884.00

<u>~~</u>~

Total:

other priority community services.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Various Nonprofi	t Providers see Appendix A	
Procurement Title:		
Procurement Method: State Price Agreen	nent 🗌 Cooperative 🗌 Sole Source	Other
Exempt 🗌 Request For Proposal (RFP)	🔀 Invitation To Bid (ITB) 🔲 Contrac	t under 60K 🗌 Contract over 60K 🗌
Department Requesting Community Ser	vicesStaff 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	
\boxtimes		Approved Procurement Checklist (by Purchasing)
\boxtimes		Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
	\boxtimes	State Price Agreement
\boxtimes		RFP
\ge		Evaluation Committee Report
	\boxtimes	ITB
	\boxtimes	Bib Tab
	\boxtimes	Quotes (3 valid current quotes)
	\boxtimes	Cooperative Agreement
	\boxtimes	Sole Source Request and Determination Form
	\boxtimes	Contractors Exempt Letter
	\boxtimes	Purchasing Officers approval for exempt procurement
	\boxtimes	BAR
	\boxtimes	FIR
\boxtimes		Executed Contract, Agreement or Amendment
\boxtimes		Current Business Registration and CRS numbers on contract or agreement
\boxtimes		Summary of Contracts and Agreements form
\boxtimes		Certificate of Insurance
\boxtimes		All documentation presented to Committees
		Other:

Julie Sanchez	Youth and Family Servi	ces Division Director	09/29/20
Department Rep Printed Name (attesting that all infor	mation included)	Title	Date
HAD INTO CPD 1450 Francounaway (0. 5, 2020 10:02 MDT)			
Purchasing Officer (attesting that all information is rev	iewed)	Title	Date

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

Real Estate Summary of Contracts, Agreement	t, Fe ts, Amendments & Leases
Section to be completed by department	
1. Munis Contract #_Appendix A	
Contractor: Various Non-profit Providers see Appendix A	A
Description: Children and Youth Commission recommen	ded youth services for FY21-23
Contract Agreement Agreement Contract Cont	nent O
erm Start Date: 07/01/2020 Term End Date: 06/30/	2023
Approved by Council	Date:
ontract / Lease: CYC recommended services for FY21-23	
mendment #to the Or	iginal Contract / Lease #
ncrease/(Decrease) Amount \$	
xtend Termination Date to:	
Approved by Council	Date:
mendment is for:	
3. Procurement History: RFP # 20/21/P	Doct 5, 2020
	Oct 5, 2020
Purchasing Officer Review: Comment & Exceptions:awards form RFP #20/21/P CYF c	Oct 5, 2020 Date: losed 4/7/20
Purchasing Officer Review: Comment & Exceptions:awards form RFP #20/21/P CYF c 4. Funding Source: Children and Youth Fund	Oct 5, 2020 Date: losed 4/7/20 Org / Object: _2560122.510400
Purchasing Officer Review: Comment & Exceptions:awards form RFP #20/21/P CYF c	Oct 5, 2020 Date: losed 4/7/20
Trading Source: Children and Youth Fund Alexis Latero (Oct 5, 2020 1990 MDT)	Oct 5, 2020 Date: losed 4/7/20 Org / Object: 2560122.510400 Oct 5, 2020
Purchasing Officer Review: Comment & Exceptions:awards form RFP #20/21/P CYF c 4. Funding Source: Children and Youth Fund Alexis Latero (Oct 5, 2020 00002 MDT) Budget Officer Approval:	Oct 5, 2020 Date: losed 4/7/20 Org / Object: 2560122.510400 Oct 5, 2020
Purchasing Officer Review: Comment & Exceptions: <u>awards form RFP #20/21/P CYF c</u> 4. Funding Source: Children and Youth Fund Alexis Lotero (Oct 5, 2020 00:02 MOT) Budget Officer Approval: Comment & Exceptions:	Oct 5, 2020 Date: losed 4/7/20 Org / Object: 2560122.510400 Oct 5, 2020 Date: Phone #505-955-6678
Purchasing Officer Review: Comment & Exceptions: <u>awards form RFP #20/21/P CYF c</u> 4. Funding Source: Children and Youth Fund Level Lotter Mediate Officer Approval: Comment & Exceptions: Staff Contact who completed this form: Julie Sanchez	Oct 5, 2020 Date: losed 4/7/20 Org / Object: 2560122.510400 Oct 5, 2020 Date: Phone #505-955-6678
Purchasing Officer Review: Comment & Exceptions: <u>awards form RFP #20/21/P CYF c</u> Comment & Exceptions: <u>awards form RFP #20/21/P CYF c</u> Dudget Officer Approval: Comment & Exceptions: Staff Contact who completed this form: <u>Julie Sanchez</u> Email: <u>jjsanchez@santafe</u>	Oct 5, 2020 Date: losed 4/7/20 Org / Object: 2560122.510400 Oct 5, 2020 Date: Phone #505-955-6678

APPENDIX B – FY21-23 Children and Youth Proposal Summaries

1. BIG BROTHERS BIG SISTERS MOUNTAIN REGION

Big Brothers Big Sisters Mentoring, Santa Fe: One-to-one mentoring provides children in Santa Fe facing adversity with a change to overcome challenges through strong, long-lasting, high quality, professionally supported one-to-one mentoring relationships with caring volunteer mentors.

Yearly service projections (unduplicated): Provide services to 600 participants ages 5-18

2. COMMUNITES IN SCHOOLS (CIS) OF NEW MEXICO

CIS Site Coordinator Project: CIS places full time, social-worker trained Site Coordinators in high poverty public schools to serve students in need. Site Coordinators work with school and community stakeholders to conduct a needs assessment and deliver supports that lead to improvements in attendance, academics, behavior family engagement and basic needs.

Yearly service projections (unduplicated): Provide services to 150 participants ages 3-18

3. COOKING WITH KIDS, INC

Cooking with Kids Santa Fe: Cooking with Kids educates and empowers children and families to make healthy food choices, CWK's hands-on-food and nutrition activities allow students to explore, prepare and enjoy, affordable foods from diverse cultural traditions.

Yearly service Projections (unduplicated): Provide services to 4950 participants ages 4-13

4. ESPERANZA SHELTER, INC

Seeds of Hope Children's Program: Therapists and Life Skills Coordinators work with children to access trauma and depression in children who have experienced domestic violence. The program is designed to help youth heal from trauma and build resilience.

Yearly service projections (unduplicated): Provide services to 50 participant's ages 0-18

5. Georgia O'Keeffe – COMMUNITY EDUCATORS NETWORK

Out of School Time Programs: SFCEN Partners, including museums, gardens, environmental organizations, and others, will provide high quality out of school time programs after school and in the summer to reduce the gaps in summer learning loss and provide more equitable access to community resources, to help children and youth succeed in school and graduate. Yearly service projections (unduplicated): 25 participants ages 5-13

6. GERARDS HOUSE

Nuestra Jornada (Our Journey) & Semicolon group: Nuestra Journada is a weekly immigrant support group for Latino immigrant students in Santa Fe schools who are grieving the death of—or separation from—a parent or family member. Semicolon group-suicide-prevention addressing youth attempted suicide and those who have contemplated suicide, this weekly peer support group is a collaboration between Gerard's House and the Sky Center/New Mexico Suicide Intervention Project.

Yearly service projections (unduplicated): Programming to 200 participants (Nuestra) and 30 participants (Semicolon) ages 4-21

7. GIRLS INC.

Girls Inc. Experience: The program improves the mental and physical health of lowincome, underserved girls in Santa Fe and provides education and career opportunities by giving girls the knowledge, skills, and confidence they need to overcome the gender, economic and social barriers they face.

Yearly service projections (unduplicated): 500 participants ages 5-18

8. NEW MEXICO SUICIDE INTERVENTION PROJECT/SKY CENTER

Youth Suicide Prevention Services: Our purpose is saving young lives from hopelessness, fear, anxiety, isolation and suicidal risk. We believe in a life affirming approach, connecting vulnerable children and young people to their family, school and community.

Yearly service projections (unduplicated): 515 participants ages 0-21

9. NEW VISTAS

Early Intervention Program: Assists children from birth to three who are at risk for developmental delays through the provision of home and community based early intervention services. These services are provided to both the child and the family as a whole and help to support strong families, positive early learning experiences and good health for infants and toddlers enrolled in the program.

Yearly service projections (unduplicated): 300 participants ages 0-3

10. PIE – FATHERS NEW MEXICO

Fatherhood Services: Fathers New Mexico provides Dad's groups and case management for dads. Programming supports development needs of children, tools for conflict management and parenting skills. Navigation will include education options, employment, money management, child support, etc. Yearly service projections (unduplicated): 50 participants ages 13-21

11. PIE – PARENT INVOLVEMENT PROGRAM

Parent Involvement Program (PIP): Program for teenage youth and their families. Youth are referred by Teen Court of Santa Fe County, SFPS Counselors, and school based therapists after involvement in alcohol or other drug related offenses. This program consists of youth and parent sessions that utilizes the evidence-based Strengthening Families Program curriculum. *Partially CYFD funded.* Yearly service projections (unduplicated): 200 participants ages 10-17

12. SANTA FE RECOVERY CENTER

Women and Children's Program: SFRC Women and Children's Program: Navigation program to support Women and Children currently receiving inpatient recovery services.

Yearly service projections (unduplicated): 60 participants ages 0-3

13. SFCC – KIDS CAMPUS

Mixed PreK Extended Day Early Childhood Education: Kids Campus continues to build a continuum of excellance in learning and development opportunites for infants and toddlers that allows children with the highest needs to progress through a program that is proven effective and is a coordinated system that is child-centered, developmentally appropriate and based on data, research and best practice.

Yearly service projections (unduplicated): 16 participants ages 3 and 4.

14. SFP – BREAKTHROUGH SANTA FE

Academic Enrichment School Year and Summer Program: Breakthrough Santa Fe (BTSF) is a year-round, tuition free, college access program for motivated, underserved middle and high school students from SFPS. Part of a national collaborative of 25 Breakthrough sites, BTSF provides extra tutoring, intensive college and financial aid counseling and one-on-one family support to our students,. Yearly service projections (unduplicated): 213 participants ages 12-18

15. SFPS – ADELANTE PROGRAM

Expanded Liaison Project: Adelante staff provides direct services and navigation services to students, youth and families who are experiencing homelessness in Santa Fe County. Services provided by liaisons include access to affordable housing, access to food, clothes, and school supplies, links to academic support such as tutoring and mentoring, and links to outside agencies to ensure physical, behavioral, and mental health needs can be met.

Yearly service projections (unduplicated): 166 participants ages 0-18

16. SFPS RESTORATIVE JUSTICE PROGRAM

Restorative Justice Program: Expansion of programming into grades K-9 to improve and strengthen student-teacher relationships and create safe, compassionate elementary schools.

Yearly service projections (unduplicated): 1000 participants ages 6-13

17. SFPS TEEN PARENT CENTER

Teen Parent Program: Intensive navigation services for teen parents that assist their health and academic needs, includes referrals to appropriate agencies such as: health and nutrition services, social services, relationship support services, post-secondary institutions and job readiness services.

Yearly service projections (unduplicated): 50 participants ages 14-21

18. SITE SANTA FE

Art Education Programs for Youth: Structured, high quality and engaging art programming supporting middle school and high school students that build selfconfidence, learning skills, and encourage critical thinking. Programming is targeted to local schools and communities whose youth are underserved by art education opportunities, are at-risk due to poverty and other socio economic reasons, and who are typically underrepresented in the world of contemporary art.

Yearly service projections (unduplicated): 1000 participants ages 10 to 21

19. UNITED WAY OF SANTA FE COUNTY

Family and Community Connections: Provides full-day/full-year dual language PreK and Early Learning Programming to families in Santa Fe.

Yearly service projections (unduplicated): 102 participants ages 3 and 4

20. YOUTH SHELTERS AND FAMILY SERVICES

Homeless Youth Project (HYP): HYP provides supportive services for teens and young adults residing in the Transitional Living Program (TLP) apartments and the Supportive Transitions to Adulthood through Rapid Rehousing (STAR) apartments. The goal of HYP is to offer a path to sustainable and secure independent living for homeless, runaway, and in-crisis youth in Santa Fe. Youth are provided housing for up to two years while they gain education, workforce opportunities, and life skills so they can live independently upon exit from the programs.

Yearly service projections (unduplicated): 50 participants ages 17 - 21

21. YOUTHWORKS

Education Re-engagement Program: Provides safety net services to assist youth inneed of re-entering the education system from exiting juvenile detention or transitioning from being 'disconnected' while being provided tutoring, family services, and workforce preparedness.

Yearly service projections (unduplicated): 50 participants ages 12 - 21

_{ITEM#} 20-0576

CITY OF SANTA FE IT PROFESSIONAL SERVICES CONTRACT Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **UNITED WAY OF SANTA FE COUNTY**, 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. <u>Definitions.</u>

- *a*. 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.
- *b.* Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.
- c. 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).
- d. 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.
- *e*. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:
 - i. a patient's name, address, birth date and Social Security number;
 - ii. an individual's physical or mental health condition;
 - iii. any care provided to an individual; or

- iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
- v. The HIPAA Privacy Rule does not consider employment records -including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.
- *f*. 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.
- *g.* 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. <u>Scope of Work.</u>

 $\boxtimes \mathrm{Tier} \ \mathrm{II}$: Safety Net Services Delivery and Navigation Services

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

A. The Contractor shall perform the following work:

- 1) Navigation Services to City of Santa Fe residents.
 - a. Navigation services to a minimum of $\underline{102}$ unduplicated children or families x $\underline{\$784.31}$ per family unit served per fiscal year.
- 2) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 3) 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.
- 4) 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.
- 5) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Children and Youth Commission. 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. Share aggregate and nonmedical client data with other City of Santa Fe and Santa Fe County-funded partners.
- 6) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of

clients served.

- 7) Survey individuals served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 8) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 9) Ensure as appropriate that clients served are representative of historically unserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority on serving low to very low income households.

B. <u>Performance Measures.</u>

Contractor shall substantially perform the following:

- 1) # of children and/or families served; # Clients helped by navigator
- 2) # or percent % of families referred to services and # or % meeting short and long-term goals
- #/% of children with growth in all 7 domains of the observational assessment (from baseline)
- 4) # or % of clients served reporting an improvement in circumstances or positive change in social determinants of health

C. <u>Deliverables:</u>

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

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

2. <u>Compensation.</u>

<u>The City shall pay to the Contractor in full payment for services satisfactorily performed</u> pursuant to the Scope of Work at the rates listed below:

<u>FY</u>	<u>Tier</u>	Rate	<u>Amount not to be</u> <u>exceeded each year</u>	
<u>A. FY21</u>	<u>II</u>	<i>§784.31 per navigation client x 102</i>	<u>\$80,000</u>	
<u>B. FY22</u>	Ш	<u>\$784.31 per navigation client x 102</u>	<u>\$80,000</u>	
<u>C. FY23</u>	Ш	<i>§784.31 per navigation client x 102</i>	<u>\$80,000</u>	
<u>The total amount payable to the Contractor under this Agreement, including gross</u> <u>receipts tax and expenses, shall not exceed two hundred forty thousand dollars</u> (\$240,000).				

D. Payment in FY21, FY22 and FY23 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.)

E. 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. <u>Term</u>.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2023** 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. <u>Termination.</u>

A. <u>Termination</u>. 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. <u>THIS PROVISION IS</u> <u>NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND</u> <u>REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.</u>

B. <u>Termination Management</u>. 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. <u>Appropriations</u>.

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. <u>Status of Contractor</u>.

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. <u>Assignment</u>.

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. <u>Subcontracting</u>.

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. <u>Non-Collusion.</u>

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. <u>Release</u>.

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. <u>Confidentiality</u>.

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. <u>Product of Service -- Copyright</u>.

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. <u>Conflict of Interest; Governmental Conduct Act</u>.

- 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. <u>Amendment</u>.

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. <u>Applicable Law</u>.

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. <u>Workers Compensation</u>.

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. <u>Professional Liability Insurance</u>. 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. <u>Other Insurance</u>

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

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

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

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

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. <u>Records and Financial Audit</u>.

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. <u>Indemnification</u>.

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. <u>New Mexico Tort Claims Act</u>

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. <u>Enforcement of Agreement</u>.

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. <u>Notices</u>.

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, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Maia Cortissoz, 440 Cerrillos Road, Suite A, Santa Fe, NM 87501. maiac@uwsfc.org]

28. <u>Authority</u>.

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. <u>Site Visits.</u>

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. <u>Reporting.</u>

Grantees shall submit one annual and one mi-year reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. 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.

В.	<u>Fiscal Year Quarters:</u>	Reports Due:
	Mid-Year Report: July-December	January 15th
	Final Report: January-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:

ALAN M. WEBBER MAYOR _{DATE:} Nov 8, 2020

CONTRACTOR: UNITED WAY OF SANTA FE COUNTY

Karkeine Treena NAME: TITLE: CEO

DATE: 9-23-20

CRS # 01505907003 REGISTRATION# 19- 224944

ATTEST:

yecanda y. Ligi

YOLANDA Y. VIGIL CITY CLERK GB Mtg 10/28/2020

CITY ATTORNEY'S OFFICE:

<u>Marcos Martinez</u> Marcos Martinez (Sep 21, 2020 16:36 MDT)

SENIOR ASSISTANT CITY ATTORNEY

GC

APPROVED FOR FINANCES:

Mary Mccay

MARY T. MCCOY FINANCE DIRECTOR

2560122.510400 Munis Org. and Obj. Code

UW-FINAL CYC Professional Services Contract_Tier II

Final Audit Report

2020-09-21

Created:	2020-09-21
Ву:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQSrQGwW56ZR5zE8zUiH9-bNUBsHwO0Pa

"UW-FINAL CYC Professional Services Contract_Tier II" History

- Document created by Irene Romero (ikromero@ci.santa-fe.nm.us) 2020-09-21 - 10:14:05 PM GMT- IP address: 63,232,20,2
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 Signature Date: 2020-09-21 10:36:26 PM GMT Time Source: server- IP address: 63.232.20.2

Agreement completed. 2020-09-21 - 10:36:26 PM GMT

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Business Location: 440 CERILLOS RD SANTA FE , NM 87501 Deal de Sounda le de Sus License Number: 224944 Business Name: UNITED WAY OF SANTA FE DBA: UNITED WAY OF SANTA FE Expiration Date: December 31, 2020 Issued Date: February 05, 2020 **Owner: MARCI VIGIL** 505-955-6551 200 Lincoln Ave. Santa Fe, New Mexico 87504-0909 Treasury Department City of Santa Fe Classification: Business Registration - Standard License Type: Business License - Renewable CRS Number: 01505907003 Fees Paid: \$35.00 **BUSINESS REGISTRATION**

UNITED WAY OF SANTA FE 440 CERILLOS RD SANTA FE, NM 87501

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 TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	
1/0/2020	

UNITWAY-35

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San	ta F	é, ŃM 87505						7122112		URER(S) AFFO	RDING COVERAGE		NAIC #
								INSURER A : Philadelphia Indemnity Insurance Comp					18058
INSU	RED							INSURER B: New Mexico Mutual Casualty Company					40627
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											MED EXP (Any one person)	\$	5,000
											PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC OTHER:										GENERAL AGGREGATE	\$	2,000,000
											PRODUCTS - COMP/OP AGG	\$	2,000,000
											SEXUAL ABUSE 10	\$	2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X NON-OWNED						РНРК2051254	1	10/24/2019	10/24/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ \$	1,000,000
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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

ag

City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501

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Signature: <u>Geralyn Cardenas</u> 8 MST)

Email: gfcardenas@santafenm.gov

GB 20-0576 UNITED WAY CYC GRANT

Final Audit Report

2020-11-09

Created:	2020-11-06							
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)							
Status:	Signed							
Transaction ID:	CBJCHBCAABAA_X6CSzVtHGxbO7tx9qod8Xpi1EJnhLAf							

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- Document e-signed by Mary McCoy (mtmccoy@santafenm.gov) Signature Date: 2020-11-06 - 8:43:20 PM GMT - Time Source: server- IP address: 63.232.20.2
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- Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature 2020-11-08 - 6:42:57 PM GMT

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Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov) Signature Date: 2020-11-09 - 3:26:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed. 2020-11-09 - 3:26:04 PM GMT

