

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 20-0577**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and Youth Shelters and Family Services (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide safety net and navigation services to children and youth ages 0-21 in Santa Fe.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **SCOPE OF SERVICES**

Article 2. paragraph A.1) and A.2) of the Agreement is amended to read as follows:

- 1) Safety-net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Shelter services to a minimum of 47 unduplicated youth x \$2000 per individual.
- 2) Navigation Services to City of Santa Fe residents.

- a. Navigation services to a minimum of 10 unduplicated youth x \$600 per individual.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan

ALAN WEBBER, MAYOR

DATE: Apr 18, 2023

CONTRACTOR:

Youth Shelters and Family Services

Heather Hoffman
NAME

Executive Director

TITLE

DATE: 2/21/2023

CRS# 02010414006

Registration # 112630

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELIC, CITY CLERK

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Feb 21, 2023 14:03 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Apr 18, 2023 13:56 MDT)

EMILY OSTER, FINANCE DIRECTOR

2560122.510400

Org. Name/Org.#

AH



City of Santa Fe, New Mexico

Memorandum



DATE: March 2, 2023

TO: Alan Webber, Mayor and City Council
Finance and Quality of Life Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Andy Hopkins, Budget Officer
Kyra Ochoa, Community Health and Safety Department Director *KO*
Julie Sanchez, Youth and Family Services Division Director *jjs*

FROM: Christa Hernandez, Youth and Family Services Program Manager *CH*

ITEM AND ISSUE:

Request for the approval of Amendment No. 1 to the Children and Youth Commission funded item # 20-0577 in the Total Amount of \$300,000.00 for navigation services to homeless youth ages 17 to 21 with Youth Shelters and Family Services; to amend the Scope of Services for safety net and navigation services. (Christa Hernandez, Youth and Family Service Program Manager, chernandez@santafenm.gov, 505-955-6728).

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees. The Commission was established via Ordinance to serve in an advisory capacity to the Governing Body and to make policy recommendations related to child development and youth issues. The founding Ordinance stipulates the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations who provide programs and/or services to children and youth ages 0-21 throughout the City of Santa Fe.

Youth Shelters and Family Services was funded to provide safety net (shelter services) to a minimum of 35 unduplicated youth and navigation services to a minimum of 50 unduplicated youth during fiscal years 2020-2023. This past year, Youth Shelters and Family Services has seen an overall decrease in the total number of youth ages 17-21 who are seeking youth emergency shelter services, transitional living services, street outreach services, or rapid rehousing services.

Navigation and safety net services are being provided to youth despite the overall lower number of youth seeking these services. A few of the challenges experienced by Youth Shelters and Family Services are only having access to 10 beds in the transitional living program, serving youth who are not old enough to give consent to receive services, a lower volume of youth being served in the street outreach program and serving youth older than the age of 21 in the rapid rehousing program.

Given these challenges, Youth Shelters and Family Services have requested a contract amendment to increase the number of individuals to be served with safety net services and to decrease the number of individuals to be served with navigation services.

The Children and Youth Commission approved the contract amendment request on February 16, 2023.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Procurement Office. Contracts end June 30, 2023.

The Contract was fully executed October 28, 2020.

CONTRACT NUMBER:

The FY23 Munis contract number is 3202206.

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 Health and Safety Department and Youth and Family Services Division respectfully request your review and approval.

Signature: *Christa Hernandez*

Email: chernandez@santafenm.gov

Signature: *JA*

Email: jjsanchez@ci.santa-fe.nm.us

Signature: 
Kyra Ochoa (Mar 3, 2023 08:11 MST)

Email: krochoa@ci.santa-fe.nm.us



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Shelters and Family Services

Procurement Title: Amendment No. 1 to Contract # 3202206

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

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

Department Requesting Community Health & Safety Staff Name Melissa Perea

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 type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input checked="" type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

Melissa Perea

Contracts Administrator 01/27/2023

Department Rep Printed Name (attesting that all information included)

Title

Date

Contracts Supervisor

Mar 13, 2023

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 contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202206

Contractor: Youth Shelters and Family Services

Description: Amendment No. 1 to Youth Shelters and Family Services Professional Services Agreement Contract #3202206 to amend Scope of Services

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: When signed Term End Date: 06/30/2023

☐ Approved by Council

Date: _____

Contract / Lease: Professional Service Agreement

Amendment # 1 to the Original Contract / Lease # 20-0577

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for: Scope of Services

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

3. Procurement History: NA

Purchasing Officer Review:

Mar 13, 2023

Date:

Comment & Exceptions: Safety net services included in original SOW. Increasing comp & adding clients

4. Funding Source: 256

Budget Officer Approval:

Org / Object: 2560122/510400

Mar 10, 2023

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Melissa Perea

Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



December 21, 2022
February 20, 2023 Revised

Youth Shelters and Family Services
5686 B Agua Fria Road
PO Box 28279 Santa Fe, NM 87592

Christa Hernandez
Youth and Family Services Program Manager
City of Santa Fe Community Health and Safety Department
Youth and Family Services Division

Dear Ms. Hernandez,

I am writing on behalf of Youth Shelters and Family Services to request a re-allocation of our existing funds. Due to experiencing a greater need in the area of our safety net and shelter services, we'd like to request the following:

To re-allocate current CYC funding to reduce YSFS navigation numbers from 50 to 10 and increase YSFS safety net numbers from 35 to 47.

In regard to the budget this would look like:

Currently

\$70,000 Safety Net 35 clients

\$30,000 Navigation 50 clients

Proposed change

\$94,000 Safety Net 47 clients

\$600 Navigation 10 clients

Please reach out to myself or Director of Administrative Service, David Enders with any questions or Clarifications. We thank you so much for the consideration of this request and we look forward to hearing from you.

Sincerely,

Heather Hoffman
Executive Director, Youth Shelters and Family Services



YOUTSHE-01

MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2022

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com														
INSURED Youth Shelters & Family Services PO Box 28279 Santa Fe, NM 87592-8279	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Great American Insurance Company</td><td>16691</td></tr><tr><td>INSURER B : New Mexico Safety Casualty Company</td><td>15351</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Company	16691	INSURER B : New Mexico Safety Casualty Company	15351	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PAC4457374 00	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP4457375 00	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			UMB4457376 00	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> 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	N/A	10413.130	7/1/2022	7/1/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> Professional Liab			PAC4457374 00	7/1/2022	7/1/2023	Limit 3,000,000
A	<input checked="" type="checkbox"/> Crime			PAC4457374 00	7/1/2022	7/1/2023	Limit 150,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
PO Box 909
Santa Fe, NM 87502

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



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

BUSINESS REGISTRATION

Business Name: YOUTH SHELTERS & FAMILY SVS
ADMN
DBA: YOUTH SHELTERS & FAMILY
SVS ADMN

Business Location: 5686 AGUA FRIA ST B
SANTA FE, NM 87501

CRS Number: 02010414006

Owner: YOUTH SHELTERS & FAMILY SVS AD

License Number: 112630

License Type: Business License - Renewable

Issued Date: January 23, 2023

Classification: Business Registration - Standard

Expiration Date: January 23, 2024

Fees Paid: \$35.00

YOUTH SHELTERS & FAMILY SVS ADMN
PO BOX 28279
SANTA FE, NM 87592

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

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

ITEM# 20-0577

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

- a. **Safety Net Services:** Social welfare services provided by state and local government and non-profit agencies. 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.

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2. Scope of Work.

☒ Tier II: Safety Net Services Delivery and Navigation Services

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

A. The Contractor shall perform the following work:

- 1) Safety-net services in the above-selected funding category/goal area to impact the selected indicator(s).
 - a. Shelter services to a minimum of 35 unduplicated youth x \$2000 per individual.
- 2) Navigation Services to City of Santa Fe residents.
 - a. Navigation services to a minimum of 50 unduplicated youth x \$600 per individual.
- 3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.
- 4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.
- 5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:
 - a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.
 - b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.
- 6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the 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 Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded

partners.

- 7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.
- 8) Survey individuals served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.
- 9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.
- 10) Ensure as appropriate that clients served are 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. Performance Measures.

Contractor shall substantially perform the following:

- 1) # Clients helped by navigator, # Clients receiving shelter services; # of case management hours provided, # of life skills hours provided; and
- 2) % of youth meeting at least one of their service plan goals this quarter; and
- 3) # of young people age 18-21 provided independent housing; # of young people age 17-21 provided transitional/residential housing; and
- 4) # or % of clients served reporting an improvement in circumstances or positive change in social determinants of health.

C. Deliverables:

- 3) 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.
- 4) 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. Compensation.

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

<u>FY</u>	<u>Tier</u>	<u>Rate</u>	<u>Amount not to be exceeded each year</u>
<u>A. FY21</u>	<u>I</u> <u>II</u>	<u>\$2,000 for shelter services x 35</u> <u>\$600 per navigation client x 50</u>	<u>\$100,000</u>
<u>B. FY22</u>	<u>I</u> <u>II</u>	<u>\$2,000 for shelter services x 35</u> <u>\$600 per navigation client x 50</u>	<u>\$100,000</u>
<u>C. FY23</u>	<u>I</u> <u>II</u>	<u>\$2,000 for shelter services x 35</u> <u>\$600 per navigation client x 50</u>	<u>\$100,000</u>
<u>The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three hundred thousand dollars (\$300,000).</u>			

D. Payment in 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. **Term.**

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. **Termination.**

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

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

5. **Appropriations.**

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

6. **Status of Contractor.**

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

not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Merger.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

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

19. Workers Compensation.

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

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

21. Other Insurance

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

A. 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.

Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided

under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other

provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

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

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

To the Contractor: [Shelly Felt, PO Box 28279, Santa Fe, NM 87592.
sfelt@youthshelters.org]

28. Authority.

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

29. Site Visits.

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

30. Reporting.

Grantees shall submit 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.

B. **Fiscal Year Quarters:**
Mid-Year Report: July-December
Final Report: January-June

Reports Due:
January 15th
July 5th

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

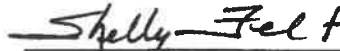
CITY OF SANTA FE:



ALAN M. WEBBER
MAYOR

DATE: Nov 8, 2020

CONTRACTOR:
YOUTH SHELTERS AND FAMILY
SERVICES



NAME: Shelly Felt
TITLE: Executive Director

DATE: 7-30-20

CRS # 02-010414-00-6
REGISTRATION# 19- 112630

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK

GB Mtg 10/28/2020 GC

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jul 28, 2020 13:56 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400

Munis Org. and Obj. Code