



City of Santa Fe, New Mexico

Memorandum



DATE: March 12, 2024

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

VIA: Emily Oster, Finance Department Director EKO
Travis Dutton-Leyva, Chief Procurement Officer JL
Andy Hopkins, Budget Officer AJH
Maria Sanchez-Tucker, Community Services Director MT
Marcella Apodaca, Community Services Business Operations Manager MA

FROM: Julie Sanchez, Youth and Family Services Division Director jjs

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Service Agreement with Coming Home Connection in the Total Amount of \$286,500.00 Including NMGRT to Provide Navigation Services, Caregiving Services, Equipment Loan Services, Six Month Cleaning Services, and One Time Cleaning Services to Adults Ages 18 and Older in Santa Fe Over Three Years (Christa Hernandez, Youth and Family Service Program Manager, chernandez@santafenm.gov, 505-955-6728).

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

Coming Home Connection was funded to provide navigation services to a minimum of 12 individuals; caregiving services to a minimum of 26 individuals; equipment loan services to a minimum of 190 individuals; six-month cleaning services to a minimum of 12 individuals; and one time cleaning services to a minimum of 10 individuals during fiscal years 2023-2026. Given the social isolation and lack of accessible mental health services available to seniors during the pandemic, Coming Home Connection has seen an increase in the severity of clutter and uncleanliness in the homes of the individuals they are serving through one time cleaning services. Coming Home Connection has come across many homes which have biohazardous materials and has found the need to hire consultants to clear out these materials to keep their staff and the individuals they are serving safe. The severity of the homes and the cost to take proper precautions when handling biohazardous materials were unanticipated by Coming Home Connection when they proposed to provide these services.

Given these challenges, Coming Home Connection has requested a contract amendment to decrease the number of individuals receiving one time cleaning services to 5 individuals at a reimbursement rate of \$1,300 per person served. This increase in reimbursement would allow Coming Home Connection to continue to support individuals by providing a service that results in a clean, clutter-free, and biohazard free home.

The Human Services Committee approved the contract amendment request on February 20, 2024.

PROCUREMENT METHOD:

On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division. Contracts end June 30, 2025.

The contract was fully executed on July 28, 2022.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203407.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Services Fund/Fund 240

Munis Org Name/Number: Human Services/ 2400122

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: 

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

Signature: *Marcella Apodaca*

Email: maapodaca1@santafenm.gov

Signature: *Maria Tucker*

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



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203407 Procurement # (RFP/ITB# If any): RFA # 22-04-R

Contractor: Coming Home Connection

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: _____

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: When Signed Term End Date: 6/30/2025 Total Contract Amount: \$286,500

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Amendment

1.b Amendment #: 1 to the Original Contract/Lease # 23-0350

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: adjusting reimbursement rate of individuals served

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

Provide Navigation, care giving, equipment loan, and cleaning services to adults ages 18 or older over three years.

3. Procurement History: RFA # 22-04-R-RFA

JoAnn Lovato Montano

Purchasing Officer Review: _____

Mar 29, 2024

Date: _____

Comment & Exceptions: Amendment #1

4. Funding Source: Human Service Fund Org / Object: 2400122/510400

Andy Hopkins

Budget Officer Approval: _____

Mar 28, 2024

Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Justin Gonzales Phone #: 505-955-6752

To be recorded by City Clerk: _____ Email: jmgonzales@santafenm.gov

Clerk #: _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2024

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 Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	CONTACT NAME: Certificate Department PHONE (A/C No. Ext): 602-512-1319 E-MAIL ADDRESS: certificates@infinityinspart.com		FAX (A/C, No): 602-391-2821
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 23 Santa Fe NM 87501	THECOMI-01	INSURER A : Lloyds of London	
	INSURER B : CopperPoint Casualty Insurance Company		13210
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 406166294

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:			HAH23-1854	2/12/2024	2/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Deductible \$ 2,500
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			HAH23-1854	2/12/2024	2/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	1022371	2/13/2024	2/13/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Sexual Abuse Liability			HAH23-1854	2/12/2024	2/12/2025	Per Claim Limit 1,000,000 Aggregate Limit 2,000,000 Retention \$2,500

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

Verification of Insurance

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe NM	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Item# 24-0325
Munis Contract# 3203407
Original Contract Item# 22-0350
SWPA/GSA/Coop/RFP/ITB #: #22-04-R-RFA

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 22-0350**

This AMENDMENT No. 1. (the "Amendment") amends the CITY OF SANTA FE SERVICE AGREEMENT, dated July 28, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Coming Home Connection, Inc (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 Contract, Contractor has agreed to provide safety net and navigation services to adults ages eighteen (18) and older in Santa Fe.
- B. The Contractor was originally funded to provide navigation services to a minimum of 12 individuals; caregiving services to a minimum of 26 individuals; equipment loan services to a minimum of 190 individuals; six-month cleaning services to a minimum of 12 individuals; and one time cleaning services to a minimum of 10 individuals during fiscal years 2023-2026. Contractor has seen an increase in the severity of the uncleanliness of the homes which often contain biohazardous materials. The protocols and requirements to provide this type of service are more advanced than was anticipated. Given these conditions, Contractor has requested a decrease in the required number of adults to which it is required to provide one time cleaning services (safety net services), and an increase in the reimbursement amount per adult served. The number and terms of

the navigation and other safety net services to be provided and program support fee would remain the same.

C. Pursuant to Article 8 of the Contract, 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. COMPENSATION.

Article 3, number 05 of the Deliverable Item List is amended to increase the amount of compensation for one time cleaning (safety net) services from \$650.00 to \$1,300, which is an increase by a total of \$650.00 per individual served, so that Article 3, number 05 reads in its entirety as follows:


05 Provide one time cleaning services to a minimum of 5 adults x \$1,300 per year.

CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (May 9, 2024 11:02 MDT)

ALAN WEBBER, MAYOR

DATE: May 9, 2024

CONTRACTOR:

Coming Home Connection, Inc.


Ellen London (Mar 12, 2024 09:32 MDT)

NAME

Executive Director

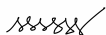
TITLE

DATE: **Mar 12, 2024**

CRS# 02-409951-00-1

Registration # 48763

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 05/08/2024

X/V

CITY ATTORNEY'S OFFICE:

Pm

Mar 13, 2024

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

22400122.510400

Org. Name/Org.#

AJH






22-0350 Coming Home Connection, Inc-Signed CAO final

Final Audit Report

2024-03-13

Created:	2024-03-13
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA668rCZ_aT_1a22sujkawAlb1RF8PoFgL

"22-0350 Coming Home Connection, Inc-Signed CAO final" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-03-13 - 3:39:05 PM GMT
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature
2024-03-13 - 3:39:35 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
2024-03-13 - 4:08:47 PM GMT
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)
Signature Date: 2024-03-13 - 4:10:29 PM GMT - Time Source: server
-  Agreement completed.
2024-03-13 - 4:10:29 PM GMT



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

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE , NM 87501

Owner: Ellen London

License Number: 48763

Issued Date: January 31, 2024

Expiration Date: January 31, 2025

CRS Number: 02-409951-00-1

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
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

**CITY OF SANTA FE
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and Coming Home Connection, Inc. herein after referred to as the “Contractor.”

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for certain professional services as well as incorporated unilateral services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [an in-home care giving provider], rendering services related to [navigation and safety net] for the City, as set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators which include: Adult Health, Behavioral Health, Community Safety, Equitable Society via the services set forth in this Agreement; and

WHEREAS, the Contractor does agree to address at least one of the Human Services Committee Strategic Plan priority indicators via the services set forth in this Agreement. Priority indicators include: Adult Health, Behavioral Health, Community Safety, and Equitable Society; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [three years], as directed by the City.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor shall perform the following work:

- A. Provide a navigator(s) to offer navigation services to adults ages 18+, which includes but is not limited to assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs using the Unite Us platform and other possible data entry systems. The navigator should be experienced and qualified and engage in continued educational opportunities on an annual basis to increase professional qualifications.
- B. Screen for demographics and social needs of patients using categories and screening tools as defined by the CONNECT managers and on the Unite Us platform.
- C. Assure navigator participation in facilitated trainings offered by the assigned staff or consultants of the Community Health and Safety Department.
- D. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.
- E. Develop a primary navigation plan with the individual or ensure a warm hand off to a CONNECT partner agency navigator who will do so. The navigation plan sets appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.
- F. Identify community and social resources tailored to the individual's needs and develop and facilitate a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a "warm hand-off." Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.
- G. Provide Program Manager or other appointed City staff with bi-yearly data on performance measures, outcomes of navigation, demographics, number of clients served, and any other measurements as agreed upon.
- H. Using Unite Us, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other City funded partners and the assigned staff of the Community Health and Safety Department.
- I. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.

- J. Ensure as appropriate, that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority to serve at least 85% low to very low-income households as defined by local housing and urban development (HUD) guidelines.
- K. Agrees to work with city contracted data consultants to create performance measures using the Results Based Accountability framework to impact the priority indicators as outlined in the Human Services Committee Strategic Plan.

2. **Performance of Services**

- A. The Contractor will perform services under this Agreement with the degree of skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license as is prudent, considering the ordinary professional skill and care of a competent professional.
- B. The City is agreeing to contract with the Contractor on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Contractor responsible for performing major aspects of the services to be provided under this Agreement.
- C. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.
- D. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, and representatives.

3. **Compensation**

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

<u>Deliverable item:</u>	<u>Price</u>
01 Provide navigation services to a minimum of 12 individuals x \$2,000 per year.	
02 Provide caregiving services to a minimum of 26 individuals x \$1,000 per year.	
03 Provide equipment loan services to a minimum of 190 individuals x \$50 per year.	
04 Provide six month cleaning services to a minimum of 12 individuals x \$2,000 per year.	
05 Provide one time cleaning services to a minimum of 10 individuals x \$650 per year.	

Compensation for safety net and navigation services shall not exceed [\$95,500] annually for the term of the agreement. Compensation also includes a 5% program support fee not to exceed [\$4,500] and an additional \$1,000 to support employee wellness and to build a more resilient organization. The total compensation under this Agreement shall not exceed [two hundred eighty six thousand five hundred dollars (\$286,500) including New Mexico gross receipts tax.]

4. **Payment Provisions**

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above,

unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

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

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

8. Amendment

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

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

25. **Indemnification**

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

26. **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.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. 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.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for

proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **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.

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

33. **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. 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.

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

34. **Impracticality of Performance**

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

35. **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.

36. **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.

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

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

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

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

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's

compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: Christa Hernandez, Youth and Family Services Program Manager
500 Market Station Suite 200, Santa Fe, NM 87501 chernandez@santafenm.gov

To the Contractor: Coming Home Connection, Inc.
418 Cerrillos Road Santa Fe, NM 87501 ellen@cominghomeconnection.org

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

To the Contractor: Coming Home Connection, Inc.
418 Cerrillos Road Santa Fe, NM 87501 ellen@cominghomeconnection.org

42. **Succession**

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

43. **Entire Agreement**

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

44. **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.

45. **Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

46. **Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

47. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

48. **Site Visits**

At any time during the contract period the director or designee of the COMMUNITY HEALTH AND SAFETY 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.

49. **Reporting**

Grantees shall submit Biannual Reports on the programmatic accomplishments made toward the goals of the grant agreement. Biannual reports are due to the assigned Program Manager as outlined in section B. If the 15th falls on a weekend, reports will be due the following Monday by close of business. If the Monday is a Holiday, reports will be due by close of business on Tuesday. Reports shall include the following:

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

B. Fiscal Year Biannual Calendar:

Reports Due:

Report 1: July-December

January 15th

Report 2: January-June

July 15th

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

CITY OF SANTA FE:

CONTRACTOR:

Coming Home Connection, Inc.



ALAN M. WEBBER, MAYOR

DATE: Jul 28, 2022



NAME:

Executive Director

TITLE:

DATE:

5/26/22

CRS#02409957001

Registration # 48763

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 07/27/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 24, 2022 16:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero

Alexis Lotero (Jul 28, 2022 16:13 MDT)

ALEXIS LOTERO, ACTING FINANCE DIRECTOR

2400122/510400^{AH}

Human Services/Grants and Services

Org.Name/Org.#

City of Santa Fe, New Mexico

memo

DATE: June 02, 2022

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

VIA: Alexis Lotero, Acting Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director ^{KO}_{NO}
Julie Sanchez, Youth and Family Services Division Director ^{js}

FROM: Christa Hernandez, Youth and Family Services Program Manager ^{CH}_{CS}

ITEM AND ISSUE:

Request for the Approval of a Service Agreement in the Total Amount of \$286,500.00, inclusive of NMGR, over three years to Coming Home Connection to provide navigation services, caregiving services, equipment loan services, six month cleaning services, and one time cleaning services to individuals in Santa Fe; (Christa Hernandez, Youth and Family Services Program Manager, chernandez@santafenm.gov; 505-955-6728)

BACKGROUND AND SUMMARY:

The City of Santa Fe's Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe. The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents.

Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

The Committee works cooperatively with the Community Health and Safety 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 committee has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:

City of Santa Fe, New Mexico

memo

On February 28, 2022, RFA # 22-04-R-RFA was issued through the Purchasing Division with a receipt date of March 28, 2022. The Youth and Family Services Division staff received twenty two (22) proposals for Human Services Committee funding, eighteen (18) were awarded funding.

Services will begin on July 1, 2022, all contracts will be for 3 years ending June 30, 2025.

CONTRACT NUMBER:

The FY23 MUNIS contract number is: 3203407

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Human Service Fund/ 240

Munis Org Name/Number: Human Services/ 2400122

Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:

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

Signature: *Christa Hernandez*

Email: chernandez@santafenm.gov

Signature: *Kyra Ochoa*
Kyra Ochoa (Jun 2, 2022 10:10 MDT)

Email: krochoa@santafenm.gov

Signature: 
Julie Sanchez (Jun 2, 2022 10:09 MDT)

Email: jjsanchez@santafenm.gov



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coming Home Connection

Procurement Title: RFA #22-04-R-RFA

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 Christa Hernandez

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

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Christa Hernandez Youth and Family Services Program Manager 05/26/2022

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

JoAnn Levato Contracts Supervisor Jun 22, 2022

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 # 3203407

Contractor: Coming Home Connection

Description: Human Services Committee funded adult services FY23-26

Contract Agreement Lease / Rent Amendment

Term Start Date: 07/01/2022 Term End Date: 06/30/2025

Approved by Council Date: _____

Contract / Lease: FY23-26 Human Services Committee recommended services.

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
RFA #22-04-R-RFA

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jun 22, 2022 15:40 MDT)

Jun 22, 2022

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: Original agreement secured via RFA.

4. **Funding Source:** Human Services/Grant and Services **Org / Object:** 2400122/510400

Andy Hopkins
Andy Hopkins (Jun 22, 2022 16:27 MDT)

Jun 22, 2022

Budget Officer Approval: _____

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: _____



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

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE, NM 87501

Owner: Ellen London

License Number: 48763

Issued Date: January 06, 2022

Expiration Date: January 06, 2023

CRS Number: 02409957001

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
WC-1 - WORKERS' COMPENSATION FEE FORM**

Beginning with calendar quarter ending September 30, 2004, the quarterly workers' compensation fee paid on Form WC-1 increased from \$4 to \$4.30 per covered worker (employee). Only the employer's share increased. See the instructions for details.

WHO MUST FILE: Every employer who is covered by the Workers' Compensation Act, whether by requirement or election, must file and pay the New Mexico Workers' Compensation Fee and file Form WC-1. See the instructions for requirements.

***IMPORTANT:** On Line 1, enter the number of workers (employees) to whom the Workers' Compensation Fee applies. This is the number of covered employees you employed on the last working day of the calendar quarter. If you have no covered employees, enter zero.

WHEN TO FILE: The Workers' Compensation Fee is due on or before the last day of the month following the close of the report period. A report period is a calendar quarter ending March 31, June 30, September 30 and December 31.

Upon completion of this form, sign, date and enter your phone number and E-mail address on the form. Make the check or money order payable to Taxation and Revenue Department.

Mail the bottom portion of this form with payment to **New Mexico Taxation and Revenue Department, P.O. Box 2527, Santa Fe, NM 87504-2527**. Retain the top portion for your records. For assistance call (505) 827-0832.

A. FEIN: 74-2853467
B. CRS: 02-409951-001
C. EAN: 00271002
NAME: THE COMING HOME CONNECTION INC
STREET/BOX: 418 CERRILLOS RD SUITE 27
CITY, STATE, ZIP: SANTA FE, NM 87501

REPORT PERIOD: 07-01-20 09-30-20
Beginning (mm-dd-yy) Ending (mm-dd-yy)

1. *Number of covered workers at close of report period		3
2. Assessment fee	2. \$	12.90
3. Penalty	3. \$	
4. Interest	4. \$	
5. Total due	5. \$	12.90

1648

**PLEASE CUT AND INCLUDE THE BOTTOM PORTION WITH YOUR PAYMENT
RETAIN THE UPPER PORTION FOR YOUR RECORDS**

WORKERS' COMPENSATION FEE (WC-1)

A. FEIN: 74-2853467
B. CRS: 02-409951-001
C. EAN: 00271002
NAME: THE COMING HOME CONNECTION INC
STREET/BOX: 418 CERRILLOS RD SUITE 27
CITY, STATE, ZIP: SANTA FE, NM 87501

REPORT PERIOD: 07-01-20 09-30-20
Beginning (mm-dd-yy) Ending (mm-dd-yy)

1. *Number of covered workers at close of report period		3
2. Assessment fee	2. \$	12.90
3. Penalty	3. \$	
4. Interest	4. \$	
5. Total due	5. \$	12.90

Check if amended

Signature _____ **File Copy Only** Phone (505) 255-5433 Date 09-11-20 E-mail address taxdept@nvdavhcm.com

1648

Mail to: Taxation and Revenue Department, P.O. Box 2527, Santa Fe, NM 87504-2527

WKC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2022

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 Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	CONTACT NAME: Insurance Certificates PHONE (A/C, No, Ext): 602-512-1319 E-MAIL ADDRESS: certificates@infinityinspart.com		FAX (A/C, No): 602-391-2821
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 23 and Ste 24 Santa Fe NM 87501	THECOMI-01 INSURER A : Lloyds of London		
	INSURER B : CopperPoint Casualty Insurance Company	13210	
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: 975637058

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.

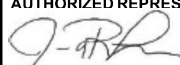
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			10476608	2/12/2022	2/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Deductible \$ 2,500
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			10476608	2/12/2022	2/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	1022371	2/13/2022	2/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Claims-Made & Incident Sensitive Retroactive Date 2/12/2016			10476608	2/12/2022	2/12/2023	Per Claim Limit \$1,000,000 Aggregate Limit \$2,000,000 Deductible \$2,500

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

Sexual Misconduct coverage included in Professional Liability: \$1,000,000 per claim; \$2,000,000 aggregate; \$2,500 deductible; retroactive date 2/12/2017

Subject to all policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Coming Home Connection Amendment packet

Final Audit Report

2024-03-29

Created:	2024-03-28
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzZ7IEQC1B267QqxyzkVDqh83nXF1pFK


"Coming Home Connection Amendment packet" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-03-28 - 10:07:23 PM GMT
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-03-28 - 10:12:34 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-03-29 - 0:13:47 AM GMT
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-03-29 - 0:14:23 AM GMT - Time Source: server
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-03-29 - 0:14:32 AM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-03-29 - 1:54:33 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-03-29 - 3:52:12 PM GMT
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-03-29 - 3:55:05 PM GMT - Time Source: server
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-03-29 - 3:55:13 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-03-29 - 7:01:56 PM GMT



 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-03-29 - 7:04:02 PM GMT - Time Source: server

 Agreement completed.

2024-03-29 - 7:04:02 PM GMT









24-0325 Coming Home Connection

Final Audit Report

2024-05-14

Created:	2024-05-09
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyHR4r9wDv_7FMUHrv8bjNNQZvnTmTZLq

"24-0325 Coming Home Connection" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2024-05-09 - 4:50:38 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-05-09 - 4:52:05 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-05-09 - 5:02:45 PM GMT- IP address: 172.225.108.130
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-05-09 - 5:02:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-05-09 - 5:03:03 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-05-14 - 4:05:36 PM GMT- IP address: 104.47.64.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-05-14 - 4:06:01 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-14 - 4:06:01 PM GMT