



**CITY OF RATON
REQUEST FOR PROPOSALS
No. RJ 2020-06-04**

**Direct Youth Services
Restorative Justice Program**

**Released: June 04, 2020
Proposals Due: June 18, 2020 at 5pm**

INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of direct youth services/Restorative Justice Program for the FY21-FY24. The contract term will be four years, one year with three one-year renewals. Actual contract date will be dependent upon the City of Raton obtaining approval from CYFD to subcontract these services.

B. BACKGROUND INFORMATION

The City of Raton is the fiscal agent for the grant funding received from CYFD. The goal of the grant is to improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services. The objective is to provide a continuum of cost effective services and temporary, non-secure alternatives to detention in the City of Raton, Colfax County and Union County for youth who have been arrested or referred to the juvenile probation office. To meet this objective, the City of Raton employs a part-time Continuum Coordinator and has a Community Advisory Board who oversee the programs. The City of Raton, contingent upon CYFD funding, agrees to Sub-Contract with a Sub-Contractor to provide the direct youth services through the Restorative Justice Program.

“Restorative Justice is a Program to address the needs and roles of victims of crime, offenders, and communities, rather than the legalistic system that holds offenders purely in relation to violation of the state and law. Restorative Justice will also allow program services to Public Schools in Colfax and Union Counties with a Referral completed for the need of a Restorative Justice Circle as referred on the Referral.

Victim needs include a sense of increased involvement and empowerment with the criminal justice process, including learning the facts contributing (to) the crime and allowing healing through the telling of their story.

Offender needs center around having the offender empathize with the victim and take responsibility for their actions. The community is involved as a 'secondary victim' and is encouraged to have their voices heard, while also contributing to how a safer, healthier community can be achieved.

Restorative justice has 3 pillars: (1) focusing the harm and resulting needs primarily of the victim, but also the community and offender, (2) the obligations of the offender or referral to repair the harm as best as possible, and (3) the engagement or participation of all these stakeholders in the justice process.”

C. SCOPE OF PROCURMENT

Minimum proposed services should include:

- The Sub-Contractor will work with the Continuum Coordinator who is independent from the Sub-Contractor and hired by the City of Raton to ensure compliance with all program requirements and to coordinate with the Sub-Contractor's Restorative Justice Facilitator(s).
- The Sub-Contractor must have trained Facilitator(s) to facilitate the Restorative Justice Circles.
- The total amount of the monies payable to the Sub-Contractor under this agreement shall not exceed Restorative Justice in the amount of \$19,800.00 per FY21, FY22, FY23, FY24 a total of \$79,200.00. Pre-Conference work entails a pre-conference with the victim/offender and submitting an acceptance letter to CYFD JPO after receiving a Referral from the referring entity (JPO/School). The fee for Pre work is \$55.00 per hour and a total of 120 hours, 60 Circles at \$165.00 per Circle and Post Work is \$55.00 per hour and a total of 60 hours per fiscal year.
- The City of Raton Continuum to include the Sub-Contractor Shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The Sub-Contractor is required to report all expenses not covered by the FY21-FY24 Grant as a Match Contribution to the \$79,200.00 of Grant Funding. The local matching funds may consist of money, land, equipment, of in-kind services to be reported to the Continuum Coordinator every month with monthly invoicing by the Subcontractor. Invoicing will be due to the Continuum Coordinator by the 5th of every month for the month prior. Upon receiving Sub-Contract approval, the City of Raton

Continuum Coordinator will meet with the FY21-FY24 Sub-Contractor and will train all staff and program management about the Match Requirements and will distribute a schedule for the FY21-FY24 Contract that must be met and Signatures of all in attendance will be obtained on the training record sheet provided by the City of Raton Continuum Coordinator and a copy will be given to every individual in attendance as proof for individual records and Sub-Contractor record.

- The Sub-Contractor will be required to complete all referrals for the RJ Program and will be required to share all data with the City of Raton Continuum Coordinator.
- The Sub-Contractor shall not bill any insurance for the services provided in the Restorative Justice Program.
- The City of Raton will bind Sub-Contractor to the terms of the Agreement No. 21-690-3200-20841 provided by the State of New Mexico Children, Youth and families department agreement. (see Appendix F)
- The Sub-Contractor will be responsible for having an electronic copy and a hard copy of all Contracts, Notes, Participant Demographics, Data, and Trainings.
- The Sub-Contractor will ensure facilitators are available to attend the City of Raton Continuum Advisory Board Meetings to give Program Updates and Upcoming Events Information, if unable to attend the CORCAB Meetings, please email a monthly update to the City of Raton Continuum Coordinator.
- The Sub-Contractor will work with the Continuum Coordinator on Referrals for Participants of the Program and will provide all data necessary to allow the Contractor to be able to measure Outcomes and Performance measures as set in the Agreement No. 21-690-3200-20841 between the City of Raton and CYFD.
- The Sub-Contractor will provide all monthly notes to the City of Raton Continuum Coordinator with dates and ID's of all Pre-Circle, and Post work.
- The Sub-Contractor will email a schedule of all Circles to the Continuum Coordinator, Victims, Offenders, and Referring Agency to include the date, time, and location of the RJ Circle.
- The Sub-Contractor will have a system in place to receive all referrals via e-scan or fax and will email referrals to the Continuum Coordinator no later than three (3) days after receiving the Referral.
- The Sub-Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Contractor. The Sub-Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within 5 days after they are due the 5th of every month, may result in the non-availability of funds for payment and/or denial of payment by the City of Raton.
- The Sub-Contractor will provide services in all locations in Colfax and Union Counties and will fulfill all referrals in Restorative Justice up to 60 Youth each fiscal year.
- The Sub-Contractor will maintain all Collaborative Partnerships with a Positive Attitude and Continuing Collaborative Efforts to ensure the success of the Programs in the Restorative Justice Program.

- Pursuant to Article VIII, the Sub-contractor will be subject to Maintenance of Records and Financial Audit of Agreement Number 21-690-3200-20841.
- The Contractor has the right to terminate services with a 30-day written notice to the Sub-Contractor if any areas of the scope of procurement are not being fulfilled.

Proposals will be evaluated, and award made to the most responsible, responsive offeror submitting the proposal most advantageous to the City of Raton. The City of Raton reserves the right to reject any or all proposals or any portion thereof as deemed in the best interest of the City.

D. PROCUREMENT MANAGER

1. The City of Raton has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below.

Name: Michael Anne Antonucci, Treasurer/Procurement Manager

Address: P.O. Box 910, 224 Savage Avenue

Telephone: (575) 445-9551

Fax: (575) 445-3398

Email: mantonucci@cityofraton.com

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact only the Procurement Manager regarding this procurement. Evaluation Committee members do not have the authority to respond on behalf of the City of Raton.

Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Procurement Manager. The protest shall be submitted in writing within fifteen calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests of the solicitation or award must be delivered by mail to the Procurement Manager. Only protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

Action	Responsible Party	Due Dates
1. Issue RFP	City of Raton	6-4-20
2. Distribution List	City of Raton	6-9-20
3. Deadline to Submit Questions	Potential Offerors	6-12-20
4. Response to Written Questions	Procurement Manager	6-15-20
5. Submission of Proposal	Potential Offerors	6-18-20
6. Proposal Evaluation	Evaluation Committee	6-19-20
7. Contract Awards	City Commission	6-23-20
8. Protest Deadline	Procurement Manager	T+15 days

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A. above.

1. Issuance of RFP

This RFP is being issued on behalf of the City of Raton on June 04, 2020.

2. Acknowledgement of Receipt

Potential Offerors should hand deliver, return by facsimile or registered or certified mail the “acknowledgement of Receipt of Request for Proposals Form” that accompanies this document (Appendix A) to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 5:00 pm MST on **June 9, 2020**.

The procurement distribution list will be used for distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offeror’s organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 p.m. MST on June 12, 2020 as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other documents which form the basis of question.

4. **Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: www.ratonnm.gov

5. **Submission of Proposal**

All proposals must be received by the City no later than the date and time specified. **Proposals received after the deadline will not be accepted.** The date and time of receipt will be recorded on each proposal. Proposals must be hand delivered or mailed to:

City of Raton
Office of the City Clerk
Attn: Michael Anne Antonucci, Procurement Mgt
224 Savage Avenue, P.O. Box 910
Raton NM 87740
575-445-9551

Offeror must submit 1 original and (3) copies of its proposal in a sealed envelope or container labeled on the outside to clearly indicate that they are in response to the City of Raton Direct Youth Services/Restorative Justice Program RFP #RJ 2020-06-04. Submittals are due by 5 p.m., Thursday, June 18, 2020 in the office of the City Clerk.

Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal. Proposals submitted by facsimile, or other electronic means will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978 13-1-116, the contents of proposals shall not be disclosed to competing potential offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Raton signature on the contract(s) resulting from the procurement has been obtained.

6. **Proposal Evaluation**

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive

proposals for clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Finalize Contractual Agreements

Any Contractual agreement resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II.A. Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City of Raton. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City of Raton reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

8. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the Agency Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the City of Raton.

The contract shall be awarded to the Offeror whose proposal is the most advantageous to the City of Raton, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City Commission approval.

9. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 13-1-172 and applicable procurement regulations. Only protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 PM MST on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Michael Anne Antonucci, Procurement Manager
P.O. Box 910, 224 Savage Avenue
Raton NM 87740

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost

Any cost incurred by the Potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the City of Raton which may derive from this RFP. The City of Raton entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The Agency personnel will not merge, collate, or assemble proposal materials.

5. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipts of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipts of the proposals is governed by the applicable procurement regulations.

6. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for

receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

7. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of proposal on which the potential Offeror has stamped or imprinted “proprietary” or “confidential” subject to the following requirements.
- B. Proprietary or confidential data shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. Confidential financial information concerning the Offeror’s organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 57-3A-1 to 57-3A-7
 - 3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Agency shall examine the Offeror’s request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition of the disclosure of confidential data.

8. No Obligation

This RFP in no manner obligates the City of Raton to the use of any Offeror’s services until a valid written contract is awarded and approved by appropriate authorities.

9. Termination

This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the agency determines such action to be in the best interest of the City of Raton.

10. Sufficient Appropriation

Any contract awarded because of this RFP process may be terminated if

sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

11. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manger.

12. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

13. Basis for Proposal

Only information supplied, in writing, by the Agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

14. Contract Terms and Conditions

The Contract between an agency and a contractor will follow the format specified by the Agency. However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated in to and become part of any resultant contract. (sample subcontract -Appendix E)

The Agency discourages exceptions from the contract terms and conditions. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP strongly enough to propose alternate terms and conditions despite the above, the Offeror must propose specific alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

15. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency.

16. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

17. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, 13-1-83 and 13-1-85.

18. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements if all the otherwise responsive proposals failed to meet the mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

19. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

20. Notice of Penalties

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

21. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

22. Right to Publish

Throughout the duration of this procurement process and contract term, Offeror's and contractors must secure from the agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

23. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City of Raton.

24. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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 Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

25. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

26. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

27. Campaign Contribution Disclosure Form

Offeror must complete, sign and return the Campaign Contribution Disclosure Form, Appendix B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lt. Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

28. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in Appendix C which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of any resultant contract award.
7. Identify the following with a check mark and signature where required:
 - a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II.C.1;
 - b. Acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

29. Conflict of Interest: Governmental Conduct Act.

The Offeror warrants that it presently has no interest and 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 Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed. The Conflict of Interest Certification form (Appendix D) must be included with proposal.

30. Disclosure Regarding Responsibility

Is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

1. Has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. Violation of Federal or state antitrust statutes related to the submission of offers; or

- c. The commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 2. Is presently indicted for, or otherwise criminally or civilly charge by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 3. Has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- A. Principal, for this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- B. The Contractor shall provide immediate written notice to the Procurement Manager or other party to this Agreement 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.
- C. 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 finish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

- E. 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 contract, the Contractor is indicted for other 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 the City of Raton. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to the other remedies available to the Government, the City of Raton Purchasing Agent may terminate the involved contract for cause. Still further the City of Raton Purchasing Agent may suspend or debar the Contractor from eligibility for future solicitation until the matter is resolved to the satisfaction of the City of Raton Purchasing Agent.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES - SUBMITTED HARD COPIES

Offerors should mail or deliver One (1) original and three (3) copies of the proposal to the Procurement Manager at the location specified on page 3 on or before the closing date and time for receipt of proposals.

C. PROPOSAL FORMAT

1. All proposals must have typewritten on standard 8½ x 11-inch paper and bound on the left-hand margin. A maximum of **25** pages, not including front and back covers, cover letter, table of contents, Resident Business or Resident Veteran Business Certificates/Certification Form, and Campaign Contribution Disclosure Form.
2. The Proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - a. Cover letter
 - b. Response to Evaluation Criteria
 - c. Other Supporting or resource material
 - d. Campaign Contribution Disclosure Form
 - e. Resident Business or Resident Veterans Preference

- f. Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

V. EVALUATION

A. EVALUATION FACTORS AND POINT SUMMARY

Proposals will be evaluated based on the following criteria. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.

Selection criteria will be applied in the following order of importance:

1. Program Goals identified by the Sub-Contractor	50
2. Methods identified to implement Restorative Justice	50
3. Sub-Contractor Resources Identified	50
4. Familiarity with needs of first time offender population	50
5. Case Management Experience	25
6. Community Involvement	25
7. Quality of previous services provided if applicable	25
8. Interest Shown	25
9. Letter of Transmittal	Pass/Fail
10. Signed Campaign Contribution Disclosure Form	Pass/Fail
11. Conflict of Interest Certification	Pass/Fail
Total	300 points

The New Mexico Preferences shall not apply because the expenditures for this RFP includes federal funds.

B. EVALUATION PROCESS

1. All offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources of information to perform the evaluation as specified in Section II. C.18.
4. Responsive Proposals will be evaluated on the factors which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the City of Raton taking into consideration the evaluation factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

**REQUEST FOR PROPOSAL
Direct Youth Services No. GCBC 2020-06-04**

ACKNOWLEDGMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and ending with APPENDIX F.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than 5:00 pm MST on June 9, 2020. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Michael Anne Antonucci, Procurement Manager
P.O. Box 910, 224 Savage Avenue
Raton, NM 87740
Telephone: (575) 445-9551
Fax: (575) 445-3398
Email: mantonucci@cityofraton.com

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“**Pendency of the procurement process**” means the time commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective contractor**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Officials(s) if any:

Mayor – James Neil Segotta
Mayor Pro Tem – Linde’ Schuster
Commissioner – Ronald Chavez
Commissioner – Donald Giacomo
Commissioner – Lori Chatterley
Municipal Judge – Roy Manfredi

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

APPENDIX C
LETTER OF TRANSMITTAL FORM

APPENDIX C - LETTER OF TRANSMITTAL FORM

RFP #: _____

Offeror Name: _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name: _____
Title: _____
E-Mail Address _____
Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name: _____
Title: _____
E-Mail Address _____
Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name: _____
Title: _____
E-Mail Address _____
Telephone Number _____

5. Use of Sub-contractors (select one)

- No sub-contractors will be used in the performance of any resultant contract OR
 The following sub-contractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II.C.1
 I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
 I acknowledge receipt of all amendments to this RFP.

_____, 2020
Authorized Signature and Date (Must be signed by the person identified in item #2, above)

APPENDIX D
CONFLICT OF INTEREST CERTIFICATION

APPENDIX D

City of Raton

CONFLICT OF INTEREST CERTIFICATION

(Must be included with Proposal)

This Affirmation shall include both organizational and personal conflicts of interest.

I affirm that I (or my firm) _____ have no conflict of interest in performing the Scope of Work as specified in the Request for Proposals, and that I have identified any potential conflicts of interest as required in the RFP.

(Signature of Offeror or Offeror's Authorized Agent)

Date

(Printed or Typed Name and Title)

(Company Name, if applicable)

(Mailing Address)

(City, State, ZIP Code)

Conflict of Interest Form

APPENDIX E

**SAMPLE OF CITY OF RATON
SUBCONTRACT**

SUBCONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2020, by and between **THE CITY OF RATON**, a New Mexico Municipal Corporation, (hereinafter referred to "City") the Contractor, _____, (hereinafter referred to as the Subcontractor).

WHEREAS, the City approved acceptance and executed Agreement with the State of New Mexico, ex rel Children, Youth and Families Department (CYFD) on _____; and

WHEREAS, It is the intent of the parties that the Contractor be the fiscal agent for those funds to be distributed pursuant to Agreement Number 21-690-3200-20841 starting July 1, 2020 and ending June 30, 2024; and

WHEREAS, the Contractor will enter into a subcontract with _____ to provide the direct youth services for Restorative Justice starting starting July 1, 2020 and ending June 30, 2024. The Contract term will be four years, one year with three one-year renewals; and

WHEREAS, Pursuant to Article XVI - the Contractor has received written approval by the State of New Mexico, ex rel Children, Youth and Family Department allowing services to be subcontracted to _____ under Agreement Number 21-690-3200-20841 (copies of which are attached hereto); and

WHEREAS, the Subcontractor is willing to perform the duties as defined thereunder,

IT IS THEREFORE AGREED THAT:

1. The Contractor, contingent upon CYFD funding, hereby agrees to subcontract with _____ in the amount of \$79,200.00 as defined by the budget attached hereto as "Attachment 2" and to provide the direct youth services as a party to the Restorative Justice Program as set forth in the scope of work attached hereto as "Attachment 1". The total amount of the monies payable to the Sub-Contractor under this agreement shall not exceed \$19,800.00 per FY21, FY22, FY23 and FY24 for a total of \$79,200.00. Pre-Conference work entails a pre-conference with the victim/offender and submitting an acceptance letter to CYFD JPO after receiving a Referral from the referring entity (JPO/School). The fee for Pre work is \$55.00 per hour and a total of 120 hours, 60 Circles at \$165.00 per Circle and Post Work is \$55.00 per hour and a total of 60 hours per fiscal year.

2. Subcontractor shall provide the agreed upon services and comply with all requirements of the attachments or agreements between the City and the State of New Mexico, ex rel Children, Youth and Families Department.

3. Subcontractor agrees to perform within the approved budget, and to comply with all necessary requirements for approval of the funds that have been earmarked for this agreement, and any other funds that may be appropriated.

4. Pursuant to Article VIII, the subcontractor will be subject to Maintenance of Records and Financial Audit of Agreement Number 21-690-3200-20841.

5. Subcontractor and any persons acting under them, are independent contractors, and shall not accrue any rights as to retirement, benefits, or anything else, otherwise conveyed by the City to its employees and shall be subject to all applicable sales taxes, State and Federal Income taxes.

6. The City, contingent upon CYFD funding, will employ a part-time JJAC Coordinator position for the City of Raton Continuum Board making this position independent from the subcontractor. The JJAC Coordinator will report to this board and to the Contractor to ensure compliance with all program requirements.

7. The Sub-Contractor will work with the Continuum Coordinator who is independent from the Sub-Contractor and hired by the City of Raton to ensure compliance with all program requirements and to coordinate with the Sub-Contractor's JJAC program facilitators.

8. The Sub-Contractor must have trained facilitator(s) to facilitate the Restorative Justice Circles.

9. The City of Raton Continuum to include the Sub-Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The Sub-Contractor is required to report all expenses not covered by the FY21-FY24 Grant as a Match Contribution to the \$79,200.00 of Grant Funding. The local matching funds may consist of money, land, equipment, of in-kind services to be reported to the Continuum Coordinator every month with monthly invoicing by the Subcontractor. Invoicing will be due to the Continuum Coordinator by the 5th of every month for the month prior.

10. Upon receiving Sub-Contract approval, the City of Raton Continuum Coordinator will meet with the FY20 Sub-Contractor and will train all staff and program management about the Match Requirements and will distribute a schedule for the FY20 Contract that must be met and Signatures of all in attendance will be obtained on the training record sheet provided by the City of Raton Continuum Coordinator and a copy will be given to every individual in attendance as proof for individual records and Sub-Contractor record.

11. The Sub-Contractor will be required to complete all referrals for the RJ Program and will be required to share all data with the City of Raton Continuum Coordinator.

12. The Sub-Contractor shall not bill any insurance for the services provided in the Restorative Justice Program.

13. The City of Raton will bind Sub-Contractor to the terms of the Agreement No. 21-690-3200-20841 provided by the State of New Mexico Children, Youth and families department agreement. (copies of which are attached hereto)

14. The Sub-Contractor will be responsible for having an electronic copy and a hard copy of all Contracts, Notes, Participant Demographics, Data, and Trainings.

15. The Sub-Contractor will ensure the facilitators are available to attend all City of Raton Continuum Advisory Board Meetings to give Program Updates and Upcoming Events information, if unable to be in attendance at the CORCAB Meetings, please email a monthly update to the City of Raton Continuum Coordinator.

16. The Sub-Contractor will work with the Continuum Coordinator on Referrals for Participants of each Program and will provide all data necessary to allow the Contractor to be able to measure Outcomes and Performance measures as set in the Agreement No. 21-690-3200-20841 between the City of Raton and CYFD.

17. The Sub-contractor will provide all monthly notes to the City of Raton Continuum Coordinator with dates and ID's of all Pre, Circle and Post work.

18. The Sub-Contractor will email a schedule of all Circles to the Continuum Coordinator, Victims, Offenders and Referring Agency to include the date, time and location of the RJ Circle.

19. The Sub-Contractor will have a system in place to receive all referrals via e-scan or fax and will email referrals to the Continuum Coordinator no later than (3) days after receiving the referral.

20. The Sub-Contractor will ensure the facilitators are available for a Scheduled Team Meeting once every month to ensure the success of the programs and sustainability.

21. The Sub-Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Contractor. The Sub-Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within 5 days after they are due the 5th of every month, may result in the non-availability of funds for payment and/or denial of payment by the City of Raton.

22. The Sub-Contractor will provide services in all locations in Colfax and Union Counties and will fulfill all referrals in Restorative Justice up to 60 Youth each fiscal year.

23. The Sub-Contractor will maintain all Collaborative Partnerships with a positive attitude and Continuing Collaborative Efforts to ensure the success of the Programs in the Restorative Justice Program.

24. The Contractor has the right to terminate services with a 30-day written notice to the Sub-Contractor if any areas of the scope of procurement are not being fulfilled. The Sub-Contractor must also provide a 30 day written notice if terminating services under this contract.

25. This subcontract does not relieve the City from any obligations and liabilities under its agreement with CYFD. The City, with the assistance of its Continuum Coordinator and the Raton Continuum Board, will perform all other required duties as defined by Agreement Number 21-690-3200-20841.

CONTRACTOR

SUBCONTRACTOR

CITY OF RATON

BY: _____
James N. Segotta – Mayor

BY: _____

ATTEST:

By: _____
Michael Anne Antonucci – City Clerk

APPENDIX F
CYFD FY21-FY24 AGREEMENT
#21-690-3200-20841

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
AGREEMENT No. 21-690-3200-20841

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **City of Raton** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

If applicable to the performance of the scope of work herein (direct service delivery to a child or other care recipient by staff and employees of child-care facilities, including every facility or program having primary custody of children for twenty hours or more per week, juvenile treatment facilities, and direct provider of care for children in the following settings: Children's behavioral health services and licensed and registered child care, including shelter care), or if the performance of the scope of work places Contractor in the position of coming into contact with client data, Contractor and its staff and employees, and other prospective subcontractors are required to obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC - Rp, 8.8.3.2 NMAC, 03/31/06.

ARTICLE III. Limitation of Cost

The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Four Hundred Seventy Four Thousand Six Hundred Dollars and Zero Cents (\$474,600.00)**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

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

B. **Notice; Agency Opportunity to Cure.**

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency 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 Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the Agency'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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. **Termination Management.** If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the Agency 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 Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

A. The Contractor shall maintain detailed time and expenditure records that indicate the date; time, 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. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

B. If Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.

C. If the Contractor receives more than \$250,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room
103 Santa Fe, New Mexico
87501

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. 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 Agency.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

ARTICLE X. Amendments

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 Agency 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 VI herein, or to agree to the reduced funding.

ARTICLE XI. 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 Agency.

ARTICLE XII. 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 exclusive 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.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, 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.

ARTICLE XVIII. 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 Agency.

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage
(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Product of Service -- Copyright.

A. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency 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.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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.

ARTICLE XXIV. Property

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, the Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist

Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. **Suspension and Debarment.** For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. **Fiscal and Administrative Standards.** Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
- State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
- <http://www.nmdfa.state.nm.us/Manuals.aspx>
- The State of New Mexico State Auditor, State Audit Rule
- http://www.saonm.org/state_auditor_rule
- Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.
- Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
- FASB and AICPA Statements and Professional Pronouncements.
- U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
- FASB and AICPA Statements and Professional Pronouncements.

D. **Political Activity.** No funds hereunder shall be used for any partisan political activity or

to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number -XXX_____. OR N/A
 - ii. Program Title -XXX_____. OR N/A
 - iii. AGENCY/OFFICE -XXX_____. OR N/A
 - iv. GRANT NUMBER -XXX_____. OR N/A
2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX_____. OR N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
4. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
5. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – City of Raton

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____

Attachment 1 – Scope of Work
City of Raton

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in City of Raton to be updated a minimum of once per year;
 2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
 4. Provide oversight for the programs/service identified in the Scope of Work;
 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
 6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
 7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State’s youth; and
 8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.
- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;

2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and dated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
6. Provide the Agency standardized progress reports monthly;
7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. accomplishments/milestones achieved during this Agreement period;
 - b. reporting on program specific performance measures and related outcomes;
 - c. statements regarding obstacles and progress made;
 - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
 - e. provide plan for sustainability of programs/services.
8. Attend meetings as required by the Agency.

C. The Contractor, based upon their application for the Juvenile Justice Continuum Grant and Title II Formula, Grant, submitted for state fiscal year 2021, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:

1. Girls Circle;
2. Boys Council; and
3. Restorative Justice.

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 - 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice

Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.

- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.
- N. Communication and details concerning this Agreement shall be directed to the following representative:

<u>Agency</u>	<u>Contractor</u>
Consuelo Garcia	Michael Anne Antonucci
Grant Management Unit Grant Manager	City Clerk/Treasurer
Children, Youth and Families Department	City of Raton
P.O. Drawer 5160, Room 541	PO Box 910
Santa Fe, NM 87502	Raton, NM 87740
(P) 505-470-7494	(P) 575-445-9551

- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.
- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.
- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural

person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

- D. The Agency will review:
1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
 2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
 3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 1. Male;
 2. Female; or
 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.
- H. Other Population Information:
 1. Mental Health;
 2. Substance Abuse;
 3. Truant/Dropout; or
 4. Pregnant.

Core Measures:

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity; and
- N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

- A. Girls Circle:
 - 1. Number of youth who successfully complete the program;
 - 2. Attendance and participation in groups; and
 - 3. Community involvement.
- B. Boys Council:
 - 1. Number of youth who successfully complete the program; and
 - 2. Attendance and participation in groups.
- C. Restorative Justice:
 - 1. Increase in victim perception of fairness;
 - 2. Increase in juvenile's restitution;
 - 3. Competency development; and
 - 4. Completion rates.

Local Site-Specific Performance Measures:

- A. Girls Circle:
 - 1. Pre and Post Surveys to determine program satisfaction; and
 - 2. Increase in school attendance.
- B. Boys Council:
 - 1. Pre and Post Surveys to determine program satisfaction; and
 - 2. Increase in school attendance.
- C. Restorative Justice:
 - 1. Exit surveys to determine program satisfaction.

**Attachment 2 – Budget
City of Raton**

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$22	x 1200 Hours	= \$26,400
Travel			= 500
Youth Committee Members			= 300
5% Program Support			= <u>5,650</u>
			<u>\$32,850</u>
B. <u>Girls Circle:</u>			
Based on serving 125 Youth			
Girls Circle	\$165	x 200 Circles	= <u>\$33,000</u>
C. <u>Boys Council:</u>			
Based on serving 125 Youth			
The Council	\$165	x 200 Sessions	= <u>\$33,000</u>
D. <u>Restorative Justice:</u>			
Based on serving 60 Youth			
Pre	\$55	x 120 Hours	= \$6,600
Circles	\$165	x 60 Circles	= 9,900
Post	\$55	x 60 Hours	= <u>3,300</u>
			<u>\$19,800</u>
Total Grant Award not to exceed:			<u>\$118,650</u>

The Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$118,650
40% Minimum Match Liability for City of Raton	<u>\$47,460</u>
Projected Budgeted Amount	\$166,110

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY21: July 1, 2020 through June 30, 2021:

The total amount of the contract for FY21 shall not exceed \$118,650.00

State General Fund: FY21:	<u>\$118,650.00</u>
State General Fund: FY22:	<u>\$118,650.00</u>
State General Fund: FY23:	<u>\$118,650.00</u>
State General Fund: FY24:	<u>\$118,650.00</u>
Total =	<u>\$474,600.00</u>