



# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 17-009

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of July 18, 2016  
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$309,086.00, ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT (CYFD); TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; AND TO ADJUST THE FY17 BUDGET.

**PURPOSE(S) OF ACTION:**

Accept grant funding, ratify City Manager's signature, and adjust budget.

<b>COUNCIL DISTRICT: N/A</b>		
<b><u>Drafter/Staff Contact:</u></b> Amy Johnson Bassford	<b><u>Department/Section:</u></b> Financial Services / Grants Administration	<b><u>Phone:</u></b> 541-2281
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The City of Las Cruces (City) submitted an application for grant funding to the CYFD for continued operations of local programs falling under the purview of the State's Juvenile Justice Continuum Act. CYFD has notified the City that grant funding in the amount of \$309,086.00 has been awarded for FY17. The City serves as the fiscal agent for the Doña Ana County Juvenile Justice Continuum through the City's Juvenile Citation Program (JCP), including all outlined activities related to that program. JCP is funded by this grant, with the City providing a minimum of forty percent (40%) of the JCP's funding in cash and in-kind match.

When the City receives funding for projects through a state grant program, it is necessary for City Council to accept the funds as well as the conditions that are associated with the grant funding. The City did not anticipate receiving this funding when the current fiscal year budget was adopted in May, 2016. The City Council is being requested to authorize an amendment to the budget showing receipt of these new funds for FY17.

(Continue on additional sheets as required)

Funding will provide support for the following programs with a total budget of \$432,721.00 of which the State will provide \$309,086.00 and the City and its partners will match with \$123,635.00 with in-kind, City general funds, donations, or grant funds from non-Federal sources.

The JCP is a diversion program providing alternatives to probation, in order to focus on increasing personal responsibility and education of youth and parents to prevent recidivism through collaboration with the local juvenile justice system. This is a continuation grant that has been supported by the City Council since 2006. Specific funding for JCP from this grant for FY17 received from CYFD is \$188,586.00 with a \$75,435.00 match.

The grant also funds the Juvenile Assessment Reporting Center (JARC), which is a comprehensive assessment facility that serves as the centralized point of entry into the Doña Ana County juvenile justice system and is operated by Families & Youth, Inc. (FYI). The City subcontracts with FYI for this service and the amount of funding received from CYFD is \$120,500.00 with a \$48,200.00 match, which is provided by FYI in the form of in-kind services. The subcontract with FYI will be presented to City Council separately in the near future after approval of the subcontract by CYFD.

The resolution provides administrative authority to the City Manager to approve any amendments to the agreement, if necessary, in the future. The resolution also authorizes the creation of sub-agreements with all the outside partners for the other programs funded by the State grant (i.e. JARC). The City Manager's authority is limited to amendments to and signature on the City's behalf on any non-budgetary issues within the agreement and the sub-agreements.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", CYFD Grant Agreement.
3. Exhibit "B", Budget Adjustment.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____.
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	Proposed funding is from fund balance in the Fund.	
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2412</u> in the amount of <u>\$309,086.00</u> for <u>FY17</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

(Continue on additional sheets as required)

**BUDGET NARRATIVE**

Grant funds will be deposited into Fund #2412 (Juvenile Citation Program) under projects #150C1, #150C2, and #150C4.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Juvenile Citation Program	24383010- VARIOUS- 150C1	\$187,365.00	\$187,365.00*	\$0.00	N/A
Juvenile Citation Program	24383010- 722190- 150C2	\$120,500.00	\$120,500.00*	\$0.00	N/A
Juvenile Citation Program	24383010- 722190- 150C4	\$1,221.00	\$1,221.00*	\$0.00	N/A
General Fund	10383100- VARIOUS- 150C1	\$75,435.00	\$75,435.00*	\$0.00	N/A

\*Upon approved Budget Adjustment

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the agreement with the CYFD for grant funding in the amount of \$309,086.00 and will adjust the FY17 budget.
2. Vote "No"; this will reject the grant funds from CYFD which supports JCP. This will negatively impact the program's ability to serve the vulnerable youth in our community. The funds will be returned to CYFD.
3. Vote to "Amend"; this will require direction from City Council to staff on how to proceed and could delay the process for services funded by the grant.
4. Vote to "Table"; this will require direction from City Council to staff on how to proceed and could jeopardize the City's standing with the granting agency.

**REFERENCE INFORMATION:**

N/A



# City of Las Cruces®

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## COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of July 18, 2016  
(Adoption Date)

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$309,086.00, ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT (CYFD); TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; AND TO ADJUST THE FY17 BUDGET.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes  No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		X 2281	6/2/16
Department Director		X 2042	6/3/16
Other		X 2550	6/2/16
Assistant City Manager /CAO Management & Budget Manager		541-2078 541-2107	6-13-2016 6-6-2016
Assistant City Manager/COO		541-2271	6-13-16
City Attorney		541-2128	15 June 2016
City Clerk		X 2115	7-8-16

RESOLUTION NO. 17-009

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$309,086.00 ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT (CYFD); TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; AND TO ADJUST THE FY17 BUDGET.

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) submitted a grant application to CYFD for continued funding for various juvenile justice programs in Doña Ana County; and

**WHEREAS**, the City serves as the fiscal agent for the Doña Ana County Juvenile Justice Continuum in accordance with the State's Juvenile Justice Continuum Act; and

**WHEREAS**, the CYFD has awarded funding for the continued operation of the identified juvenile continuum activities for FY17; and

**WHEREAS**, the CYFD agreement is necessary so that operations for the City's Juvenile Citation Program and the Juvenile Assessment and Reporting Center, which is operated by Families & Youth, Inc., can proceed without interruption.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

(I)

**THAT** Agreement #17-690-19803 between the City and CYFD in the amount of \$309,086.00, as shown in Exhibit "A", attached hereto and made part of this resolution, is accepted.

(II)

**THAT** the City Manager's signature is ratified on Agreement #17-690-19803 and the City Manager is hereby authorized to accept and approve future amendments, as may

be necessary, excluding those that require amendment to the budget, as it relates to the agreement with CYFD related to the Doña Ana County Juvenile Justice Continuum for FY17.

(IV)

THAT the FY17 budget is hereby adjusted as outlined in Exhibit "B", attached hereto and made part of this Resolution.

IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

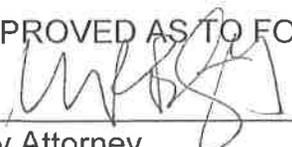
\_\_\_\_\_  
City Clerk

(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

- Mayor Miyagishima: \_\_\_\_\_
- Councillor Gandara: \_\_\_\_\_
- Councillor Smith: \_\_\_\_\_
- Councillor Pedroza: \_\_\_\_\_
- Councillor Eakman: \_\_\_\_\_
- Councillor Sorg: \_\_\_\_\_
- Councillor Levatino: \_\_\_\_\_

Agreement No. 17-690-19803

STATE OF NEW MEXICO  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
AGREEMENT

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 LAS CRUCES** 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 the Agency 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 UPON WHICH IT IS EXECUTED BY AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on (**June 30, 2017**) 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.

**ARTICLE III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **THREE HUNDRED NINE THOUSAND EIGHTY SIX DOLLARS AND ZERO CENTS (\$309,086.00)**. 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. Immediately upon 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; 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. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract 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**

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. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3—Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

**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.

**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 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.

**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 CYFD 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 Procuring 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 and 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 was placed when this transaction was 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 agree 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.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.

#### **ARTICLE XXI. Background Checks**

CYFD 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. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD 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. A CYFD 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. Health Insurance Portability and Accountability Act of 1996**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

#### **ARTICLE XXIII. Appropriations**

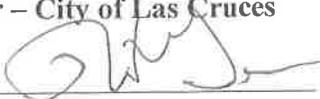
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon 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. Suspension and Debarment Form**

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in **Attachment 5, Suspension and Debarment Form**.

**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.

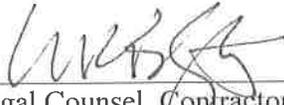
Contractor – City of Las Cruces



Authorized Signatory

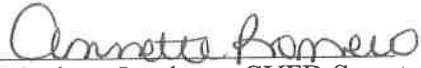
City Manager  
Printed Title of Authorized Signatory

Date: 5/12/16

  
Legal Counsel, Contractor

Date: 11 May 2016

Agency – Children, Youth and Families Department



Monique Jacobson, CYFD Secretary or Designee

Date: 7/1/16

Approved as to legal form and sufficiency.



Michael Heitz, CYFD General Counsel or Designee

Date: 5/27/2016

**Attachment 1 – Scope of Work****City of Las Cruces****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 Las Cruces 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.
- 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. 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 sated 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;
  4. 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.
  5. Provide the Agency standardized progress reports monthly;
  6. Submit to the Agency a written "Final Report" prior to 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. a year plan for sustainability of programs/services;
    - b. accomplishments/milestones achieved during this Agreement period;
    - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
    - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
  7. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula Grant, submitted for state fiscal year 2017, 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. Juvenile Citation Program 1;
  2. Juvenile Citation Program 2;
  3. Juvenile Citation Program 3; and
  4. Juvenile Assessment and Reception Center.

**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.
- N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency

Dorothy Mendonca  
 JJAC Program Manager  
 Children, Youth and Families Department  
 PO Drawer 5160, Room 542  
 Santa Fe, NM 87502  
 (P) 505-469-5325

Contractor

~~Maricela Ortiz~~ Victoria Fredrick  
~~Accountant~~ Finance Director  
 City of Las Cruces  
 PO Box 2000  
 Las Cruces, NM 88004  
 (P) 575-541-2081

- 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 Subgrantees, 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. Age;
- 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;
- N. Number of program youth who reported being satisfied with the program;
- O. Total number of program families; and
- P. Number of program families who report being satisfied with the program.

Performance Measures:

- A. Alternatives to Detention:
  - 1. Number of detention alternative program options;
  - 2. Number of program youth receiving risk assessments (RAI); and
  - 3. Number of program youth who return to all scheduled hearings.
- B. Delinquency Prevention:
  - 1. Number of parents served;
  - 2. Number of program youth who received services for substance use;
  - 3. Number of program youth with noted behavioral change;
  - 4. Number of program youth who received services for substance abuse behavior;
  - 5. Number of program youth with improved school attendance;
  - 6. Number of program youth who received services for school attendance behavior;
  - 7. Number of program youth who exited the program having completed the program requirements.

- C. Diversion:
1. Total number of program youth who received services for diversion behavior;
  2. Number of youth with noted behavior change;
  3. Number of first time offenders; and
  4. Number of youth formally processed.
- D. Mentoring:
1. Total number of mentors;
  2. Total time, in days, of service across all mentors for this reporting period;
  3. Number of youth in the program who received mentoring services;
  4. Number of youth in the program with noted behavior change;
  5. Number of mentors who returned the survey;
  6. Number of mentors who reported being satisfied with the program;
  7. Number of volunteer advocates in the program; and
  8. Number of volunteer advocates remaining active until case completion.
- E. Restitution/Community Service:
1. Amount of restitution owed this reporting period;
  2. Amount of restitution paid this reporting period;
  3. Amount of restitution carried over from last reporting period;
  4. Number of current program youth charged with a probation violation;
  5. Number of crime victims served by the program;
  6. Number of crime victims served that returned a survey; and
  7. Number of crime victims who report being satisfied with the program.
- F. Restorative Justice:
1. Number of case dispositions;
  2. Number of case dispositions that included restorative justice;
  3. Number of crime victims;
  4. Number of crime victims to participate in restorative justice;
  5. Average time in hours spent by the victims' advocates with victims;
  6. Average number of contacts between victim and victim advocates;
  7. Number of cases in which community members had input into the offender disposition;
  8. Number of offenders ordered to pay restitution;
  9. Number of offenders that pay restitution;
  10. Total number of offenders handled;
  11. Number of youth to have restorative justice requirements; and
  12. Number of youth to successfully complete their restorative justice requirements.

### **PULL TOGETHER**

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to [info@pulltogether.org](mailto:info@pulltogether.org).

2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to [info@pulltogether.org](mailto:info@pulltogether.org).
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email [info@pulltogether.org](mailto:info@pulltogether.org).
4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

Attachment 2 – Budget

## City of Las Cruces

A.	<u>Continuum and Board Activities:</u>			
	Travel		=	\$ 921
	Youth Committee Members		=	300
				<u>\$1,221</u>
B.	<u>Juvenile Citation Program 1:</u>			
	Based on 155 youth to be served			
	Intake and Class	\$84 x 155 Youth	=	\$13,020
	Monitoring	\$17 x 155 Youth	=	2,635
	Case Management	\$79 x 160 Youth	=	12,640
	Tracking	\$20 x 160 Youth	=	<u>3,200</u>
				<u>\$31,495</u>
C.	<u>Juvenile Citation Program 2:</u>			
	Based on 220 youth to be served			
	Intake and Class	\$300 x 220 Youth	=	\$ 66,000
	Monitoring	\$168 x 220 Youth	=	36,960
	Case Management	\$75 x 265 Youth	=	19,875
	Tracking	\$20 x 265 Youth	=	<u>5,300</u>
				<u>\$128,135</u>
D.	<u>Juvenile Citation Program 3:</u>			
	Based on 40 youth to be served			
	Intake and Class	\$452 x 40 Youth	=	\$18,080
	Monitoring	\$100 x 40 Youth	=	4,000
	Case Management	\$67 x 65 Youth	=	4,355
	Tracking	\$20 x 65 Youth	=	<u>1,300</u>
				<u>\$27,735</u>
E.	<u>Juvenile Assessment and Reception Center:</u>			
	Based on 325 youth to be served			
	Intake	\$200 x 325 Youth	=	\$ 65,000
	Case Management	\$150 x 370 Youth	=	<u>55,500</u>
				<u>\$120,500</u>
	<b>Total Grant Award not to exceed:</b>			<b><u>\$309,086</u></b>

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	\$309,086.00
40% Minimum Match Liability for City of Las Cruces	<u>123,635.00</u>
Projected Budgeted Amount	\$432,721.00

\*Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

**FUNDING INFORMATION:**

CFDA Number: 16.540  
 US Department of Justice Title II Formula Grant Program  
 Grant Number: 2013-MU-FX-0053  
 Grant Award Year 2013: \$130,000  
 Grant Award Year 2014: \$130,000

CFDA Number: 16.540  
 US Department of Justice Title II Formula Grant Program  
 Grant Number: 2015-JF-FX-0047  
 Grant Award Year 2015: \$49,086

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

*Revised April 18, 2016*

*Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.*

**ADMINISTRATIVE STANDARDS****For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)**

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the agency by-laws should include:
  - a. Membership (types, qualification, rights, duties);
  - b. Size of Board of Directors;
  - c. Method of selection and removal;
  - d. Duties and responsibilities of officers;
  - e. Committees;
  - f. Quorums;
  - g. Recording of minutes;
  - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

**For All Contractors****Personnel**

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
  - a. Job title;
  - b. Salary range;
  - c. Duties;
  - d. Responsibilities of the positions;
  - e. Required minimum experience;
  - f. Required minimum training;
  - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
  - a. Job description;
  - b. Initial application/resume;
  - c. Documentation of reference letters;
  - d. Result of employment investigation;
  - e. Background checks;
    1. CYFD 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. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD 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. A CYFD 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.

- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

#### Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

### FISCAL STANDARDS

#### For All Contractors

##### Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
3. The contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
4. The contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or

subcontractor (e.g., consultants or independent contractors) that may have a **conflict of interest** or **conviction of a misdemeanor or felony**, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

### Insurance

1. The contractor, (with the exception of New Mexico higher education institutions, **executive, judicial, and legislative branches of state government**) shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.
3. The contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The contractor, (with the exception of New Mexico higher education institutions **executive, judicial, and legislative branches of state government**) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

### Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger

3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
  - a. Description of property;
  - b. Serial number or other ID number;
  - c. Date of purchase;
  - d. Acquisition cost by funding source(s);
  - e. Location and use of property;
  - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
  - a. Handling of cash/checks;
  - b. Handling of voided checks;
  - c. Authorized check signatures;
  - d. Bank reconciliations;
  - e. Separation of duties;
  - f. Accounting system;
  - g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
  - h. Cost allocation method;
  - i. Accounting policies for donations.
  - j. Conflict of Interest Policy

### Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

### Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

### Audits

**NOTE: Audit and financial reporting requirements are applicable to all contractors and subcontractors of the Children, Youth and Families Department.**

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
  - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The contractor shall

disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department's Contract Audit Unit within three (3) months of the contractor's fiscal year end.

- b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$250,000.00 to \$500,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
- a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.
  - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
  - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Department funds must disclose how much funding is being received from governmental funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break.

- c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the “uniform guidance for federal awards” (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
  - a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency’s Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
  - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
  - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
6. Financial Statements, Independent Auditor’s Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department  
Administrative Services Division  
Contract Audit Unit  
P.O. Box 5160  
Santa Fe, NM 87502

## SOURCE SHEET

### ADMINISTRATIVE REQUIREMENTS

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](http://www.saonm.org/state_auditor_rule)

### COST PRINCIPLES

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,

- Subpart A – Acronyms and Definitions
- Subpart B- General Provisions
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D- Post Federal Award Requirements
- Subpart E- Cost Principles
- Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

### AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer and/or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

**Attachment 5****Children, Youth and Families Department****Suspension and Debarment Form**

- A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: 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; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the CYFD relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the CYFD's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
  - (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the CYFD, the CYFD may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the CYFD when it requests subcontractor approval from the CYFD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the CYFD may refuse to approve the use of the subcontractor.

By:   
\_\_\_\_\_  
Contractor

Date: 5/12/16

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**CITY OF LAS CRUCES**  
**Fund Summary**

FUND	DIVISION		FUND TYPE	
Juvenile Citation Program Fund 2412	Parks & Recreation		Special Revenue Funds	
	2015-16 Budget	2016-17 Adopted	2016-17 Adjustment	2016-17 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 0	0		0
<b>Revenues</b>				
State Grants	314,326	375,583	(66,497)	309,086
Operating Transfers In	0	0		0
<b>Total Revenues</b>	<u>314,326</u>	<u>375,583</u>	<u>(66,497)</u>	<u>309,086</u>
<b>TOTAL RESOURCES</b>	<u>\$ 314,326</u>	<u>375,583</u>	<u>(66,497)</u>	<u>309,086</u>
<b>Expenditures</b>				
Parks & Recreation				
150B1 - CLC-JUVENILE CITATION PRG CYFD 2014	0	0		0
150B2 - FYI-JUVENILE ASSESSMENT CTR CYFD'14	0	0		0
150B3 - JJC	0	0		0
150C1 - CLC-JUVENILE CITATION PRG CYFD 16	180,046	214,244	(26,879)	187,365
150C2 - FYI-JUVENILE ASSESSMENT CTR CYFD 16	133,980	159,810	(39,310)	120,500
150C4 - JJC MILEAGE CYFD 16	300	1,529	(308)	1,221
Operating Transfers Out	0	0		0
<b>Total Expenditures</b>	<u>\$ 314,326</u>	<u>375,583</u>	<u>(66,497)</u>	<u>309,086</u>
Accrual Adjustments	0	0	0	0
<b>ENDING BALANCE</b>	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>

**BUDGET ADJUSTMENT REQUEST (BAR)**

<u>Department and Section</u>	74 <u>Permanent or Temporary</u>	
Parks & Recreation/Juvenile Citation	Temporary	<u>Council/Board Resolution No.</u>

**Justification for Request**

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$309,086, ON BEHALF OF THE DONA ANA COUNTY JUVENILE JUSTICE CONTINUUM, FROM THE STATE OF NEW MEXICO CHILDREN, YOUTH, AND FAMILIES DEPARTMENT (CYFD); TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE CONTRACT AGREEMENT WITH CYFD; AND TO ADJUST THE FY 2017 BUDGET.

**MUNIS Comment:**

Veronica MacGregor

541-2022

FY 2017

6/6/2016

**Prepared by**

**Phone No.**

**FY to be Adjusted**

**Date**

Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
2412	24380010	552002	150C1	NM CHILDREN YOUTH & FAMILIES		26,879
2412	24383010	610102	150C1	CLASSIFIED		23,116
2412	24383010	610103	150C1	REGULAR PART TIME		3,763
2412	24380010	552002	150C2	NM CHILDREN YOUTH & FAMILIES		39,310
2412	24383010	722190	150C2	PURCHASED SERVICES GENERAL		39,310
2412	24380010	552002	150C4	NM CHILDREN YOUTH & FAMILIES		308
2412	24383010	722190	150C4	PURCHASED SERVICES GENERAL		308
<b>Totals</b>					\$0	\$132,994

*By signing, I verify balances and accounts are available in MUNIS.*

*For use by Administration and Office of Mgmt & Budget*

\_\_\_\_\_  
Administrator / Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Dollahon, ACM / CAO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Daniel Avila, ACM / COO

\_\_\_\_\_  
Date

**For use by Office of Mgmt & Budget**

*Revised 5/05/2015*

\_\_\_\_\_  
Robert L. Garza, City Manager

\_\_\_\_\_  
Date

Budget Adjustment Number

Posted By

Date

**Period:**

**JE#**

\_\_\_\_\_  
**Budget and Grant Manager**

\_\_\_\_\_  
Date