

**A REQUEST FOR PROPOSAL FOR THE PROVISION OF
Independent Living Program for Tribal Youth
IN
THE STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT**

**Dorian Dodson
CABINET SECRETARY**

**P.O. Drawer 5160
Santa Fe, NM 87502**

**Solicitation Number: 5074
Issuance Date: November 24, 2009
Proposal Due Date: January 6, 2010**

Protective Services Division,
Youth Services Bureau,
Independent Living Program
1920 5th Street
Santa Fe, NM 87505

Maya McKnight, Chafee Manager
(505) 827-7450 x1094

VISION AND MISSION STATEMENT

Vision

The Children, Youth and Families Department (CYFD) partners with communities to strengthen families in New Mexico to be productive and self-sufficient.

Mission

The CYFD believes in the strengths and resiliency of families who are our partners and for whom we advocate to enhance their safety and well being. We respectfully serve and support children and families, supervise youth, all in a responsive community based system of care that is client-centered, family focused and culturally competent.

Principles

The CYFD believes that children and families should receive:

- Services that promote and build individual and family strengths;
- Early identification and intervention services to address problems as they emerge;
- Access to a comprehensive array of services that are individualized, community based and, whenever possible, in-home, to meet the unique needs and potential of each child and family;
- Full participation and choice in all aspects in the planning and delivery of services;
- Services that are provided in the least restrictive setting and most normative environment; are integrated and linked, both within the CYFD and with other child serving agencies; and which use peers, family and natural supports;
- Culturally competent services delivered without regard to race, ethnicity, religion, national origin, gender or disability;
- The most effective services that are based on evidence or promising or emerging practices, to achieve positive outcomes; and
- Services that insure smooth transitions to adult services systems.

TABLE OF CONTENTS

<i>Title or Description</i>	<i>Page</i>
Vision and Mission Statement	2
PART I – PROJECT DESCRIPTION	
A. Purpose of Request for Proposal (RFP)	5
B. Eligible Applicants	5
C. Funding Availability	5
D. Contract Period	6
E. Work Requested	6
F. Program Manager	7
G. Letter of Interest	7
H. Performance Measures	7
I. Program Quality Assurance	8
J. Contractor Health Coverage Requirement	8
PART II – CONDITIONS GOVERNING THE PROCUREMENT	
A. Procurement Activities Schedule	10
B. Explanation of Procurement Activities	10
1. Issuance of the RFP	10
2. Letter of Interest	10
3. Questions Regarding the RFP	10
4. Pre-Proposal Conference	10
5. Proposal Due Date and Submission	11
6. Evaluation Process	12
7. Funding Recommendation	12
8. Intent to Award Notification	12
9. Contract Negotiation and Processing	12
10. Contract Effective Date	12
PART III – GENERAL REQUIREMENTS	
A. Prime Contractor Responsibility	13
B. Subcontractors	13
C. Amended Proposals	13
D. Applicant Rights to Withdraw Proposal	13
E. Confidentiality of Proposals	13
F. Proposal/RFP Conflict	13
G. RFP Cancellation	14
H. Appropriation Contingency	14
I. Legal Review	14
J. Governing Law	14
K. Basis for Proposal	14
L. Contract Terms and Conditions	14

M.	Applicant Qualifications	15
N.	Right to Waive Minor Irregularities.....	15
O.	Procurement Code.....	15
P.	Acknowledgement of Amendments.....	15
Q.	Records Retention.....	15
R.	Reimbursement	15
S.	Health Insurance Portability and Accountability Regulations	15
T.	Protest Deadline.....	16

PART IV – PROPOSAL RESPONSE FORMAT

A.	Proposal Form Requirements.....	17
B.	Proposal Format	17
	1. Proposal Fact Sheet	17
	2. Table of Contents.....	18
	3. Proposal Narrative	18
	4. Outcomes	19
	5. Budget and Forms	20

PART V – PROPOSAL EVALUATION21

FORMS..... 21-35

- A. Proposal Fact Sheet
- B. Line Item Budget
- C. Budget Narrative
- D. Staff Qualifications and Personnel Cost Summary
- E. Board of Directors Roster
- F. Statement of Assurances
- G. In-Kind Contributions and Donations
- H. Campaign Contribution Disclosure Form

APPENDICES 36-55

- A. Sample Professional Services Contract

PART I – PROJECT DESCRIPTION

A. PURPOSE OF REQUEST FOR PROPOSAL (RFP)

CYFD is issuing this RFP to solicit agencies and organizations to implement an Independent Living Program for Native American youth in New Mexico ages 16-23. Youth who are eligible for these professional services include those in the legal custody of Tribal Social Services, those who were in the legal custody of Tribal Social Services prior to emancipating at age 18, and/or those who were in the legal custody of Tribal Social Services prior to being adopted at age 16 or older. The purpose of the Independent Living Program is to support tribal youth transitioning into adulthood to be successful, independent adults. To achieve this, the prospective Contractor secures a coordinated, integrated, culturally appropriate and comprehensive array of services to meet the needs of eligible tribal youth.

CYFD administers the federal Independent Living Program in accordance with the Chafee Foster Care Independence Act of 1999 “The Chafee Act” through the Protective Services Division, Youth Services Bureau. The Chafee Act entitles states to utilize available designated federal funding for a range of activities and services designed to assist youth in making the transition from the child welfare system to independent living.

B. ELIGIBLE APPLICANTS

CYFD may select more than one (1) applicant to fulfill the work requested in this proposal. The applicant or applicants can be individuals, public/private not-for-profit community-based organizations, 501(c)(3) corporations, government agencies, including public schools, tribes/pueblos, tribal consortiums, tribal or pueblo councils, institutions of higher education, or a for-profit corporation authorized to do business in New Mexico. Professional staff providing services to tribal youth must have at least a Bachelor’s Degree in Social Work or related field. Supervision of these staff must be conducted by licensed Master’s degree level social worker.

Cultural competency is of importance to the Children, Youth and Families Department. Cultural competence is a developmental process that evolves over a period of time and requires the capacity of the organization to engage in self-assessment to determine how effectively the staff can identify ways to improve services for diverse and underserved populations. Cultural competence requires that an organization and its personnel have the capacity to: (1) value diversity; (2) conduct self-assessment; (3) manage the dynamics of difference; (4) acquire and institutionalize cultural knowledge; and (5) adapt to diversity and the cultural contexts of individuals and communities served by the organization.

C. FUNDING AVAILABILITY

It is understood that no guarantee is made or implied by the State of New Mexico or the Children, Youth and Families Department, that the amount of **\$120,000.00 per contract year**, for an approximate amount of \$480,000.00, identified in this RFP will result in contracts equal to

that amount based on current and future funding from the New Mexico legislature or other funding sources for the period of this RFP. The total amount of the contracts issued under this RFP may be less or greater than the amount indicated during the effective period of this RFP. Final funding decisions are at the sole discretion of the Secretary of CYFD.

D. CONTRACT PERIOD

Funding under this RFP will be awarded for a four year term. Should contract non-compliance be determined, the contract may be terminated or amended with revised contract terms. Contract amendments may also be developed to effect mutually agreed upon contract terms.

E. WORK REQUESTED

Specifically, the services and activities delivered in the Independent Living Program for eligible tribal youth must include, but are not limited to:

1. Conduct an eligibility assessment with each of New Mexico's 22 Tribes and Pueblos at the beginning of the contract period to identify the number of eligible tribal youth.
2. Conduct a life skill assessment using the Ansell-Casey Life Skills Assessment tool.
3. Provide competency-based life skills training and education on at least a monthly basis.
4. Conduct regular outreach and recruitment activities to all of New Mexico's tribes and tribal councils, including attending Bureau of Indian Affairs (BIA) quarterly meetings.
5. Solicit and accept referrals from CYFD and New Mexico's 22 Pueblos and Tribes.
6. Maintain individual client records including, but not limited, to assessment and referral information, collateral contact information, documentation of services delivered, service plans, transition planning meeting documentation in accordance with NMSA 1978, Sections 32A-4-25.2 and 32A-4-25.3 of the New Mexico Children's Code.
7. Assist eligible youth in applying and submitting applications for the following CYFD independent living programs: Education and Training Vouchers; Start-up funds; Independent Living Placement Status checks and Chafee Medicaid.
8. Provide reports to the Program Manager as required in the contract Scope of Work that conform to federal and state reporting standards.
9. Identify and implement best practices, when working with eligible tribal youth.
10. Participate in monthly Adelante Meetings, including transporting tribal youth who wish to participate in youth leadership activities.
11. Actively participate in planning and implementing of the New Mexico Tribal Child Welfare and Protection conference as professional subject matter experts.

12. Attend the annual New Mexico Independent Living Conference. This includes identifying youth, providing transportation and supervising to tribal youth participating in the conference.
13. Evaluate program annually in writing at the end of each fiscal year report submitted to the program manager to identify program strengths and challenges and develop strategies for program improvement.
14. Complete an annual report summarizing program activities, statistics, and results of the program evaluation. The annual report shall be provided to the Program Manager at the close of each state fiscal year.

F. PROGRAM MANAGER

It is the intent of the CYFD that the RFP process be open and fair and that the funds be allocated in a manner that provides the greatest possible benefit to tribal youth in New Mexico. To insure that this fair process occurs, the Agency Program Manager responsible for the conduct of this procurement is listed below:

Maya McKnight, LMSW
Chafee Manager
Youth Services Bureau
1920 5th Street
Santa Fe, NM 87505
Telephone: 505-827-7450 Fax: 505-827-7440
maya.mcknight@state.nm.us

Applicants may contact ONLY the Agency Program Manager regarding the procurement process. Other State employees do not have the authority to respond on behalf of the CYFD. Questions must be in writing and received at the address noted above by **December 14, 2009**. Written responses will be provided to all applicants who have returned a letter of interest.

G. LETTER OF INTEREST

Interested applicants must submit a letter of interest to the Agency Program Manager by **December 7, 2009**, in order to be notified of any amendments to this RFP or to receive responses to written questions.

H. PERFORMANCE MEASURES

As a result of the 1999 Accountability in Government Act, enacted by the New Mexico State Legislature, all Contractors providing services funded through contracts with State government must be held accountable through the establishment of specific performance outcome measures that will be negotiated and included in contracts.

Performance Measures for the awarded contract (s) will focus on permanency and well-being factors for tribal youth. To better evaluate the Independent Living Skills Training and Support Program for tribal youth, the following performance outcome measures are used:

1. Seventy-five percent of referred tribal youth are actively engaged (at least one (1) contact per month) in the program for a minimum of six (6) months.
2. Eighty percent of youth served shall demonstrate achieving basic life skill competencies in the following domains: communication, daily living, home care, housing and money management, self-care, social relationships, and employment.
3. Eighty percent of youth served shall report at least one (1) supportive positive adult relationship in their lives upon discharge from the program.
4. Seventy-five percent of the youth served will either be enrolled in an educational program or have received their high school diploma or GED at the time they are discharged from the program.
5. Seventy-five percent of identified tribal youth served, who are not in an educational program, will be employed for at least six (6) months at discharge from the program.
6. Ninety percent will have safe and stable housing upon discharge from the program.

I. PROGRAM QUALITY ASSURANCE

Continuous quality program improvement must be evident. The Contractor is responsible for assuring continuous quality program improvement through on-going strategies such as national benchmarking, youth guided program evaluation and through their own quality assurance process. The responsibilities of CYFD will include: on-site contract monitoring, consultation, technical assistance and audits of financial and programmatic reports.

The Youth Services Bureau Independent Living Program requires that Contractor submit monthly reports submitted to the Agency Program Manager. The report format and data requirements will be based on the National Youth Transition Database (NYTD) and other federal and state reporting requirements. Details of these requirements will be provided upon contract award. An annual report documenting the entire year's activities will also be required.

J. CONTRACTOR HEALTH COVERAGE REQUIREMENT

In accordance with Executive Order 2007-049, any Contractor receiving an award under this RFP shall agree to offer health coverage to their New Mexico employees per the dates and amounts set forth below.

- FY 2009 - \$1,000,000 or more in aggregate value of State of New Mexico contracts;
- FY 2010 - \$ 500,000 or more in aggregate value of State of New Mexico contracts;
- FY 2011 - \$ 250,000 or more in aggregate value of State of New Mexico contracts.

The Contractor whose aggregate awards meet these threshold levels shall be required to certify that such New Mexico employees have been offered health coverage through an employer

selected benefit plan, which could include State publicly financed public health coverage programs, on or after the dates set forth above before work on a contract begins or is allowed to continue.

PART II – CONDITIONS GOVERNING THE PROCUREMENT

A. PROCUREMENT ACTIVITIES SCHEDULE

The following schedule lists the major procurement activities. The CYFD reserves the right to alter or update the schedule. The CYFD will make every effort to adhere to the schedule.

Issuance of RFP	November 24, 2009
Letter of Interest	December 7, 2009
Questions Regarding RFP	December 14, 2009
Pre-Proposal Conference	December 18, 2009
Replies to Questions	December 23, 2009
Proposal Due Date and Submission	January 6, 2010
Evaluation Process	January 7, 2010
Funding Recommendation	January 13, 2010
Intent to Award Notification	January 28, 2010
Contract Negotiations and Processing	February 1, 2010
Contract Effective Date	March 1, 2010

B. EXPLANATION OF PROCUREMENT ACTIVITIES

1. ISSUANCE OF RFP

The RFP for access and visitation services is issued by the CYFD on **November 24, 2009**.

2. LETTER OF INTEREST

Interested applicants must submit a Letter of Interest to the Agency Program Manager by **December 7, 2009**, in order to be notified of any amendments and to receive responses to written questions regarding the RFP.

3. QUESTIONS REGARDING RFP

Questions regarding the RFP must be submitted in writing by 5:00 pm on **December 14, 2009**, to the Agency Program Manager. All applicants who submit a letter of interest will receive a written response to all questions.

4. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **December 18, 2009**, to present information regarding the RFP and to offer applicants an opportunity to ask questions and clarify issues concerning this proposal.

LOCATION
1920 5th Street

Santa Fe, NM 87505
Large Conference Room

For information regarding the location please call (505) 827-7450 ext. 1094

5. PROPOSAL DUE DATE AND SUBMISSION

Unless CYFD otherwise advises, **Sealed proposals must be received no later than 3:00 P. M. Mountain Standard Time on January 6, 2010.** Any proposal received after that time will be rejected as not meeting the mandatory requirements of the RFP.

Applicants will submit one (1) original document and four (4) copies of a completed sealed proposal. Please label the original application (with an original signature) as "Original" and submit all copies sealed to:

Michelle Montoya, Contract Development Specialist
NM CYFD - Administrative Services
Contracts Section Room 101
P.O. Drawer 5160
Santa Fe, New Mexico 87502-5160
(505) 827-8025 or (505) 827-8027

If mailing via overnight express, mail to:

Michelle Montoya, Contract Development Specialist
NM CYFD - Administrative Services
Contracts Section
1120 Paseo de Peralta
PERA Building, Room 101
Santa Fe, NM 87501
(505) 827-8025 or (505) 827-8027

Receipt of proposals in any CYFD office other than Room 101 described above will not be considered as meeting the proposal deadline and will be rejected. Copies received via facsimile equipment, telecopier, or by e-mail are not acceptable. Please call in advance for directions if unfamiliar with delivery location.

The receipt and registration of proposals will be conducted in accordance with the New Mexico Procurement Code. A public log will be kept of the names of all applicant organizations that submitted proposals. Pursuant to Section 13-1-116 NMSA 1978, the contents of any proposal will not be disclosed to competing applicants until funding awards have been made. The Contract Officer (listed above) will route all proposals to the statewide Agency Program Manager (identified Part I, Section F). The Agency Program Manager will coordinate the procurement activities (i.e., the evaluation process, funding decision and contract

negotiations) in accordance with the requirements of the New Mexico Procurement Code.

6. EVALUATION PROCESS

An Evaluation Review Committee composed of professional CYFD staff will review and evaluate all proposals. The evaluation process and application review will begin on or near **January 7, 2010**. The evaluation process will be conducted in accordance with the criteria described in the Proposal Format (See Part IV – Proposal Response Format) and the evaluation plan specified in the RFP (See Part V – Proposal Evaluation).

During the evaluation process, the Agency Program Manager may initiate discussions with Applicants who submit acceptable or potentially acceptable proposals for the purpose of clarifying specific aspects of the proposal, or proposals may be accepted and evaluated without any such discussion. Applicants may not initiate any discussions with the Agency Program Manager about their proposal. Any discussions with the Agency Program Manager clarifying an aspect in the proposal will not result in revision of the proposal. The CYFD considers proposals final upon receipt.

7. FUNDING RECOMMENDATION

By approximately **January 13, 2010**, the Evaluation Review Committee will submit recommendations to the Secretary of the Children, Youth & Families Department who, acting in the best interest of the CYFD, has the final approval authority.

8. INTENT TO AWARD NOTIFICATION

Notification of the intended award will be issued in writing to the successful Applicant(s) by approximately **January 28, 2010**.

9. CONTRACT NEGOTIATIONS AND PROCESSING

Contract negotiations will be conducted with the recommended Applicant (s) on or near **February 1, 2010**. In the event that mutually agreeable terms cannot be reached within the specified time, the CYFD reserves the right to undertake contract negotiations with the Applicant evaluated next highest without undertaking a new procurement process.

10. CONTRACT EFFECTIVE DATE

The planned contract effective date is **March 1, 2010**. All contracts are subject to the approval of the New Mexico Department of Finance and Administration before becoming effective.

PART III – GENERAL REQUIREMENTS

A. PRIME CONTRACTOR RESPONSIBILITY

Any contract that may result from this RFP will specify that the prime contractor is solely responsible for fulfillment of the contract with CYFD. CYFD will make contract payments to only the prime contractor.

B. SUBCONTRACTORS

Subcontractors and other business associations to be used by the applicant in the performance of the scope of work under this RFP shall be identified with specificity in the proposal. Prior written approval by CYFD must be received for any sub-contract over \$1,000.00.

C. AMENDED PROPOSALS

An applicant 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 a transmittal letter. CYFD personnel will not merge, collate or assemble proposal materials.

D. APPLICANT RIGHTS TO WITHDRAW PROPOSAL

An applicant may withdraw their proposal at any time prior to the deadline for receipt of proposals. The applicant must submit a written withdrawal request signed by the applicant's duly authorized representative addressed to the Contract Manager.

E. CONFIDENTIALITY OF PROPOSALS

All submitted proposals are classified as competitive sealed proposals and are considered confidential until a final award has been made as required by the New Mexico Procurement Code. After the award of funds, all proposals will be open to public inspection except any portions of a proposal for which the applicant has made a written request for confidentiality. If such a written request is made, the confidential data will be readily separable from the proposal in order to facilitate eventual public inspection.

F. PROPOSAL/RFP CONFLICT

In the event an award is made, a contract will be prepared by CYFD for work described in the proposal. In the event of a conflict between the RFP and the applicant's proposal, the negotiated contract shall control.

G. RFP CANCELLATION

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when CYFD determines it is in the best interest of CYFD. CYFD will award contracts that offer the best possibility for providing the services requested.

H. APPROPRIATION CONTINGENCY

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations from the New Mexico Legislature or the federal government do not exist. Such termination will be effected by sending written notice to the Contractor. The decision of CYFD as to whether sufficient appropriations and authorizations are available will be accepted as final by the Contractor.

I. LEGAL REVIEW

CYFD requires that all applicants agree to be bound by the contract and monitoring requirements as listed. For this reason, it is strongly recommended that applicants have the general requirements contained herein reviewed by counsel.

J. GOVERNING LAW

This procurement and any agreement with applicants that may result will be governed by the laws of the State of New Mexico.

K. BASIS FOR PROPOSAL

Only information supplied by CYFD through the Agency Program Manager, or in this RFP should be used in the preparation of applicant proposals.

L. CONTRACT TERMS AND CONDITIONS

The contract between CYFD and a contractor will follow the format specified by CYFD and contain the terms and conditions set forth in “Appendix A – Sample Contract” (Administrative and Fiscal Standards are listed in Appendix B.) CYFD reserves the right to negotiate provisions with a successful applicant in addition to those stipulated in this RFP. The contents of the RFP, as revised and/or supplemented, and the successful applicant’s proposal will be incorporated into the contract.

Applicants must submit with the proposal a complete set of any additional terms and conditions, which they expect to have included in a contract negotiated with CYFD. Should an applicant object to any of the terms and conditions stated by CYFD, the applicant must propose specific alternative language that would be acceptable to CYFD. All contracts for professional services are subject to the review and approval of DFA pursuant to Section 13-1-118 NMSA 1978 and DFA Rule 2.40.2 NMAC.

M. APPLICANT QUALIFICATIONS

The Evaluation Committee may make such investigation as necessary to determine the ability of the applicant to adhere to the requirements of this RFP and to the proposed services specified in the applicant's proposal. The Agency Program Manager will reject the proposals of any applicant who is not a responsible applicant or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85 NMSA 1978.

N. RIGHT TO WAIVE MINOR IRREGULARITIES

The Agency Program Manager reserves the right to waive minor irregularities in proposals that can be corrected without changing the substance of the proposal and without prejudice to other applicants. The Agency Program Manager also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Agency Program Manager.

O. PROCUREMENT CODE

The New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. All protests will be handled in accordance with the New Mexico Procurement Code.

P. ACKNOWLEDGMENT OF AMENDMENTS

Only applicants who have submitted a letter indicating their interest in this RFP will be notified, by return-receipt mail, of any amendments to the RFP. The returned receipt will serve as written acknowledgment that all RFP amendments have been received.

Q. RECORDS RETENTION

The successful applicant shall maintain and allow access to detailed records documenting services provided and expenses incurred for a minimum of three years.

R. REIMBURSEMENT

Reimbursement will be made upon receipt of a monthly-signed invoice and approved expenditure report in accordance with the approved budget incorporated in the contract. All costs claimed must be separate from existing funding sources and not claimed from any other funding source.

S. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY REGULATIONS

"HIPAA" refers to the Health Insurance Portability and Accountability Act of 1996, U.S. Public Law 104-191 and associated regulations. A part of HIPAA, the "Privacy Rule," protects personal health and client information from inappropriate disclosure. Every agency/entity receiving a

contract as a result of this RFP must ensure the confidentiality of client records and health information.

T. PROTEST DEADLINE

Any protest by an applicant must be timely and in conformance with Section 13-1-172 NMSA 1978 and applicable procurement regulations. The 15 day protest period for responsive Applicants shall begin on the day following the receipt of Procurement decision letter and will end as of close of business 15 days thereafter. Protests must be written and must include the name and address of the protestor and the RFP number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Officer. The protest must be delivered to the Procurement Officer.

Sandra L. Salazar, Procurement Officer
Children, Youth and Families Department
PERA Building, Suite 104
1120 Paseo de Peralta
Santa Fe, New Mexico 87502
Mailing Address:
P.O. Drawer 5160
Santa Fe, New Mexico 87502
Phone Number: (505) 827-7832

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

PART IV – PROPOSAL RESPONSE FORMAT

A. PROPOSAL FORM REQUIREMENTS

Proposals must be submitted in a **sealed** mailing package with the Name of the Organization, Proposal Number, Proposal Title and deadline date clearly indicated on the bottom left hand side of the front of the mailing package.

Each proposal must be submitted as a signed original and four (4) copies. In addition, each proposal should include a flash drive with a copy of the proposal on it. Each proposal must be typewritten on 8 ½ x 11” paper. Pages must be one-sided, one and one-half spaced and numbered. There is a limit of fifteen (15) pages for Section 3, the Proposal Narrative. Use an easily readable typeface such as Ariel or Times New Roman and type size must be 12-point.

The proposal must be organized, indexed, and tabbed using the following format and must contain all listed items in the sequence indicated below:

1. Proposal Fact Sheet
2. Table of Contents
3. Proposal Narrative
 - a. Target Population
 - b. Program Design
 - c. Organizational Capability
4. Outcomes
5. Budget and Forms

Within each section of the proposal, applicants must address the items in the order in which they appear in the proposal response format section of this RFP. Any proposal that does not adhere to this format and that does not address each specification and requirement within the RFP, including the fifteen (15) page limit to the Proposal Narrative may be deemed non-responsive and rejected on that basis.

All proposals and any material submitted in response to this RFP becomes the property of the State of New Mexico. The CYFD is not responsible for any costs incurred by the Applicant in the preparation or submission of a proposal (including costs associated with preparation time, printing or delivery).

B. PROPOSAL FORMAT

Information provided must correspond to the outline that follows and must be labeled accordingly. Forms, letters of support, and supporting documentation are to be added at the end of the proposal and will not be counted in the fifteen (15) page total limitations.

1. PROPOSAL FACT SHEET

Each proposal must be accompanied by a completed Proposal Fact Sheet (see Form A). All information requested on the Proposal Fact Sheet must be

accurately and thoroughly completed and signed by an authorized individual with authority to obligate the organization.

2. TABLE OF CONTENTS

Each proposal must contain a Table of Contents.

3. PROPOSAL NARRATIVE (15 PAGE MAXIMUM)

a. Target Population (10 points)

- i. Describe the target population to be served. Include the number of individual youth to be served, how this number was determined, and cite the sources used to make the determination. Explain how the target population will be identified including outreach activities.
- ii. Identify the target service area and explain the need for services for tribal youth aging out of the child welfare system. Describe the unique characteristics of the need in the geographic area to be served and cite sources including demographic data as appropriate.
- iii. Describe in detail any experience or training you have regarding the target population, or whether you are affiliated with or are a tribal organization.

b. Program Design (50 points)

- i. Describe how the proposed services relate to the target population and are tailored to the varied needs of tribal communities throughout the state.
- ii. Describe the program design proposed for implementation, including time lines, consistent with the description in Part I, Section E, Work Requested. Include how the program will: utilize a youth guided approach to service delivery; implement a competency-based life skills development program; foster the development of positive supportive relationships with adults for youth; and provide case management and supportive services.
- iii. Describe how the program will collaborate and partner with New Mexico's tribes and pueblos including the various tribal and pueblo councils, CYFD and other community partners to best serve tribal youth. Describe how the services provided would complement and be enhanced by services currently available in the service area.
- iv. Describe the program's goals, objectives and strategies to achieve the goals and objectives of the program.
- v. Discuss how the organization demonstrates cultural competence with respect to the population to be served and note how the services provided will meet the cultural diversities of the target population.

c. Organizational Capability (20 points)

- i. Describe the organization's experience, ability, or practices that qualify it to provide the proposed professional services. Include job descriptions for all professional staff providing services in this

program and indicate if the person is presently employed by the organization. Include information about professional degrees and licensure.

- ii. Identify a similar project or experiences undertaken by the organization and describe the results achieved by this project.
- iii. Describe other contracts the organization has had with CYFD and note the outcomes, if appropriate.
- iv. Describe the organization's quality improvement/quality assurance practices and how those would relate to the proposed program.

6. Outcomes (15 Points)

Describe how data will be collected and how performance will be measured.

- a. Proposals must show a direct connection between the proposed activities and improvement to the permanency and well being of participating individuals.
- b. Describe the strategies the organization will use to achieve the performance measures identified in the RFP.
- c. What is the likelihood that the proposed performance targets will be reached?

7. Budget and Forms (5 Points-forms are not included in the 15-page limitation).

- a. Provide a detailed budget for costs associated with the proposed program.
- b. Project the cost per participant for the services to be provided by dividing the total amount of funds requested by the unduplicated number of individual participants to be served. Demonstrate how the organization plans to bill through per participant billing, how that billing would be submitted including verification of services provided to clients.
- c. Describe plans for maintaining sustainability of this project and explain how support will continue after funding ends from CYFD. Please note plans or strategies for generating replacement funds.

Below are all forms required to be included in the proposal. There are specific instructions provided for each form to be completed.

All costs and expenses should be reasonable and well justified and must relate to the proposed project activities (see Forms B and Form C).

- Form A – Proposal Fact Sheet – Required
- Form B – Line Item Budget – Required
- Form C – Budget Narrative – Required
- Form D – Staff Qualifications – Required
- Form E – Board of Directors Roster (If Applicable)
- Form F – Statement of Assurances – Required
- Form G – In-kind Contributions and Donations (If Applicable)
- Form H – Campaign Contribution Disclosure Form - Required

PART V – PROPOSAL EVALUATION

The following is a summary of the factors that will be considered in the evaluation of proposals submitted in response to this RFP. Associated points are defined for each factor.

<u>EVALUATION FACTOR</u>	<u>POINT VALUE</u>
1. Target Population	10 Points
2. Program Design	50 Points
3. Organizational Capability	20 Points
4. Outcomes	15 Points
5. Budget and Forms	5Points
TOTAL POINTS	100 points

FORM A
PROPOSAL FACT SHEET
 Solicitation Number: **5074**

I. APPLICANT INFORMATION:	
A. Organization Name	
B. Mailing and Street Address:	
C. Telephone Number: Fax Number:	
D. Tax I.D. Number: Federal Income Tax #: State Gross Receipts Tax #:	
E. Person in Organization to Contact Regarding Proposal:	
Name:	Telephone:
Title:	
F. Total Funding Requested from CYFD: \$ _____	
II. SIGNATURE OF APPLICANT - I hereby certify that all information contained in this proposal contains no willful misrepresentation and that the information is true and complete to the best of my knowledge.	
Program Director Signature:	
Typed Name:	
Title:	Date:
Board President Signature:	
Typed Name:	
Title:	Date:
This information on this form must be completed before the proposal will be considered for evaluation.	

**FORM B
LINE ITEM BUDGET**

PERSONNEL SERVICES AND EMPLOYEE BENEFITS

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
2031	PERMANENT POSITION-FULL/PART TIME	\$
2051	TEMPORARY POSITION- FULL/PART TIME	\$
2111	GROUP INSURANCE PREMIUM	\$
2121	RETIREMENT CONTRIBUTIONS	\$
2131	F.I.C.A.	\$
2141	WORKERS COMPENSATION PREMIUM	\$
2151	UNEMPLOYMENT COMP. PREMIUM	\$
2161	EMPLOYEE LIABILITY INSURANCE PREMIUM	\$
2171	RETIREE HEALTH CARE CONTRIBUTIONS	\$
2191	OTHER EMPLOYEE BENEFITS	\$
	TOTAL	\$

CONTRACTUAL SERVICES

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
3522	REPORTABLE PROFESSIONAL SERVICES	\$
	TOTAL	\$

TRAVEL & TRANSPORTATION

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
4211	EMPLOYEE IN-STATE MILEAGE AND FARE	\$
4221	EMPLOYEE IN-STATE MEALS AND LODGING	\$
4251	TRANSPORTATION—FUEL & OIL	\$
4261	TRANSPORTATION—PARTS & SUPPLIES	\$
4271	TRANSPORTATION--INSURANCE	\$
4281	TRANSPORTATION—OTHER TRAVEL	\$
	TOTAL	\$

MAINTENANCE

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
4321	MAINTENANCE—FURNITURE & EQUIP.	\$
4331	MAINTENANCE—BLDGS. AND STRUCTURES	\$
4341	MAINTENANCE—PROPERTY INSURANCE	\$
4392	REPORTABLE OTHER MAINTENANCE	\$
	TOTAL	\$

CONTRACTUAL SERVICES

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
4411	SUPPLIES—OFFICE SUPPLIES	\$

4481	SUPPLIES—EDUCATION/RECREATIONAL	\$
4491	SUPPLIES—INVENTORY EXEMPT	\$
	TOTAL	\$

OTHER OPERATING COSTS

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
4592	PRINTING & PHOTOGRAPHIC	\$
4612	POSTAGE & MAIL	\$
4621	BOND PREMIUMS	\$
4632	UTILITIES	\$
4642	RENT OF LAND & BUILDINGS	\$
4652	RENT OF EQUIPMENT	\$
4662	TELECOMMUNICATIONS	\$
4671	SUBSCRIPTIONS & DUES	\$
4681	EMPLOYEE TRAINING	\$
4692	ADVERTISING	\$
	TOTAL	\$

OTHER COSTS CATEGORY

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
4711	ADMINISTRATIVE OVERHEAD	\$
4791	MISCELLANEOUS OTHER EXPENSES	\$
	TOTAL	\$

CAPITAL OUTLAY CATEGORY

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
4821	FURNITURE & FIXTURES	\$
4831	INFORMATION TECHNOLOGY EQUIPMENTS	\$
4841	OTHER EQUIPMENT	\$
	TOTAL	\$

OUT-OF-STATE TRAVEL CATEGORY

LINE ITEM#	LINE ITEM NAME	BUDGET AMOUNT
4961	OUT-OF-STATE MILEAGE AND FARES	\$
4971	OUT-OF-STATE MEALS AND LODGING	\$
4981	BOARD OUT-OF-STATE MILEAGE/FARES	\$
4991	BOARD OUT-OF-STATE MEALS/LODGING	\$
	TOTAL	\$

	GRAND TOTAL	\$
--	--------------------	-----------

FORM B
LINE ITEM BUDGET INSTRUCTIONS

General:

Form B is a line item budget that breaks down the funding requested from the CYFD for the contract year. Form B, Listing of Line Item Budget Codes, defines each individual code.

Unallowable costs include, but are not limited to: the purchase or lease of land; the purchase of vehicles; the purchase of buildings and structures; major remodeling of buildings and structures. Administrative overhead may only be listed if you have a federally approved administrative overhead rate.

Capital outlay over \$1000 must be approved by the CYFD prior to purchase. Title to any capital outlay purchased with funds under this RFP remains with the CYFD.

Specific:

There are nine category totals and one grand total. The category totals are the sums of the following:

1. Personnel Services and Employee Benefits

List the totals for each of the following salary line items: full-time, part-time and temporary personnel. Include vacancies. Include only the salary to be paid by the CYFD. Budget all employee benefits afforded by the agency to be paid by the CYFD.

2. In-state Travel

Instate travel may be paid to employees of the program who are traveling to perform work on behalf of the program. In-state travel will be reimbursed according to the N.M. Mileage and Per Diem Act, which include a maximum mileage rate of \$.40 per mile and an instate per diem rate of \$85.00, with rates designated for partial day per diem.

3. Maintenance and Repairs

4. Supplies

Line item 441.0 is intended to include expenses for expendable supplies such as paper, folders, pens and photocopying costs. Line item 449.0 is intended to include expenses for furniture and equipment that individually costs less than \$1000.00. Furniture and equipment that costs more than \$1000.00 is to be budgeted under line item 482.0

5. Operating Costs

6. Other Costs

7. Capital Outlay

This category is to budget costs for capital outlay over \$1000.00. Any capital outlay of an item with a unit cost of less than \$1000.00 is captured under line item 449.0. Capital outlay must be pre-approved by the CYFD Agency Program Manager.

8. Out-of-state travel

Out-of-state travel expenses shall be reimbursed according to the rates set by the N.M. Mileage and Per Diem Act.

FORM C
BUDGET NARRATIVE

Line Item Detail for Base Budget

<u>LINE ITEM CODE</u>	<u>LINE ITEM DESCRIPTION</u>	<u>BASE REQUEST</u>	<u>JUSTIFICATION/ DESCRIPTION</u>

FORM C
BUDGET NARRATIVE INSTRUCTIONS

GENERAL:

Form C is a budget narrative that will describe in detail the line item expenditures requested in Form B to support the proposed project funding.

SPECIFIC:

Line Item Code - Enter the appropriate four-digit expenditure code.

Line Item Description - Enter the appropriate budget amount requested.

Base Request - Enter the appropriate budget amount requested.

Justification/Description - Provide a detailed narrative that supports the requested amount.

Note: Total each expenditure category to equal the total requested funding amount.

FORM D
STAFF QUALIFICATIONS AND PERSONNEL COSTS SUMMARY

1 STAFF NAME/TITLE (If Known)	2 EDUCATION and TRAINING	3 EXPERIENCE (Note # Years) in Field	4 WORK HOURS PER WEEK	5 TOTAL GROSS SALARY (ALL SOURCES)	6 CYFD \$ SHARE OF SALARY

FORM D
INSTRUCTIONS FOR STAFF QUALIFICATIONS AND PERSONNEL COSTS
SUMMARY

This form provides a summary of the job titles, qualifications and costs of all staff members employed to provide the proposed services. Follow carefully the instructions below.

1. Position Title

Indicate the staff name and associated position title for each position for which funds are requested. Include both programmatic and administrative staff. If a position is vacant at the time of the proposal submission, but will be filled for the project, please indicate this in place of the name and title.

2. Education and Training

Indicate the highest level of education achieved by the staff person named in Item 1 above (high school, AA degree, BA degree Masters degree). You may also include licensures, certifications or applicable training.

3. Experience

Indicate the applicable job experience of the staff person named in Item 1 above. Please indicate the number of years worked for each job experience.

4. Work Hours Per Week

Indicate the number of hours per week that the staff person will work for the proposed program. If the position is vacant, indicate the proposed number of hours the staff person will work per week.

5. Proposed Gross Salary and Benefits

Indicate the total gross salary (paid by all funding sources) of the staff person named in Item 1 above. If position is vacant, indicate the proposed salary for the position.

6. CYFD Share of Salary and Benefits

Indicate the portion of the total salary to be paid by the CYFD for the staff person named in Item 1 above. If position is vacant, indicate the proposed share of the salary for the position paid by the CYFD.

FORM F
STATEMENT OF ASSURANCES

This form must be completed and signed by all applicants. Include this form in the proposal along with the appropriate attachments. Use N/A for any item(s) that are not applicable.

Corporate Assurances

Attached

- _____ 1. Copy of current Articles of Incorporation as approved by the New Mexico Public Regulation Commission – Corporations Bureau.
- _____ 2. Copy of current By-Laws.
- _____ 3. Copy of proof or registration with the NM Department of Taxation and Revenue for the payment of gross receipts tax or proof of a grant of an exemption from payment of federal income tax pursuant to the Internal Revenue Code of 1954, 26 USC Section 501(C) (3).
- _____ 4. If applicable, copy of most recent non-profit corporate report filed with the New Mexico Public Regulations Commission - Corporation Bureau.
- _____ 5. Financial statement and most current audit.

Licensing Assurances

- _____ 1. Attach a copy of the most recent CYFD Licensing Survey

Program Assurances

Yes___ No___ Does the agency agree to accept all financial responsibility for insurance coverage and vehicle maintenance as this funding does not cover those line item expenditures?

I certify that the information provided is true and correct. If awarded a contract I will comply with all contract provisions as well as the administrative and fiscal standards incorporated in this Request for Proposal as Appendix D.

Signature/Title **Date**
(Person must be authorized to enter organization into contract.)

FORM G
IN-KIND CONTRIBUTIONS AND DONATIONS

The purpose of this form is to provide the opportunity to document support in the form of actual and projected in-kind contributions and donations. These include, but are not limited to goods and services, such as rent, equipment, supplies and volunteer time.

LIST ONLY CONTRIBUTIONS RELEVANT TO THE PROPOSED PROGRAM. Provide an explanation of each contribution. For volunteer time, estimate the cost as if paying for the service. Use additional sheets as necessary.

CONTRIBUTION: (Describe)

ESTIMATED VALUE:

FORM H
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 the purpose of 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 of 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 period 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 Official(s) if any: _____
(Completed by State Agency or Local Public Body)

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) _____

**APPENDIX A
SAMPLE CONTRACT**

STATE OF NEW MEXICO

CHILDREN, YOUTH AND FAMILIES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT # **XXXXXXXXXX**

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 Name of Contractor, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Department of Finance and Administration (“DFA”).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work at Attachment 1.

Performance Measures, default by Contractor – Contractor shall substantially perform the Performance Measures set forth in Attachment 1. In the event the Contractor fails to obtain the results described in Attachment 1, the Agency may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the Agency of specific steps that it will take to achieve these results in the future and the timetable for implementation. Nothing in this subparagraph shall be construed to prevent the Agency from exercising its right pursuant to Paragraph 4 below.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **\$Amount**. Payments shall only be made as outlined in the budget which is made part of this Agreement as Attachment 2 – Budget. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work - Attachment 1. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Agency to the Contractor. The total amount of the monies payable to the Contractor under this Agreement, including gross receipts tax, shall not exceed **\$Amount**. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen

(15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

- C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DFA. This Agreement shall terminate on **Term date**, unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination

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

B. Termination Management. Immediately upon receipt by either the 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.

5. 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.

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Release.

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

10. 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.
11. Product of Service -- Copyright.
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.
12. Conflict of Interest; Governmental Conduct Act.
The Contractor 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 Contractor certifies that the 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.
13. Amendment.
This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
14. Merger.
This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
15. Penalties for violation of law.
The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
16. 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.

17. 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.

18. 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.

19. Records and Financial Audit.

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 demonstrates in writing, with written approval from CYFD, that any specific standard is inapplicable to such Contractor.

20. Indemnification.

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

the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

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:

(1) 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, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) 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, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) 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/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition

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

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

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

To the Agency:

Paul Frey
CYFD – PERA Building, Room 101
1120 Paseo De Peralta
Santa Fe, NM 87501

To the Contractor:

Contractor Name
Contractor Address

25. Authority.

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

26. 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.

27. 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, which is attached and incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the DFA Contracts Review Bureau, below.

By: _____ Date: _____
Agency

By: _____ Date: _____
Agency's Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: XXXXXXXXXXXX

By: _____ Date: _____
Taxation and Revenue Department

This Agreement has been approved by the DFA Contracts Review Bureau:

By: _____ Date: _____
DFA Contracts Review Bureau

Attachment 1 – Scope of Work
Contractor Name

Performance Measures:

Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome."

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Goal:

Reduce or Increase or Other Service

Objective:

To reduce or increase by percent or by a certain time.

Activities:

The Contractor Shall:

[Insert what services the Contractor is expected to perform to accomplish goals and objectives including an evaluation of the process and the outcome as well as provides efficiency measures that relate efforts to outputs of services].

Attachment 2 – Budget
Contractor Name

The Contractor shall be paid at the following rate:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
TOTAL	\$0.00

The total amount of the contract shall not exceed \$0.00, including gross receipts tax.

* 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:

Attachment 3

**ADMINISTRATIVE
AND
FISCAL STANDARDS**

For Non-Profit Organizations,
Local Bodies of Government,
And
For-Profit Incorporated Entities

Revised July 2, 2009

ADMINISTRATIVE STANDARDS

Note: For-Profit contractors are required to adhere to all local, state and federal regulations as applicable to their operations. For-Profit contractors are required to follow audit and reporting requirements set forth in this document.

Board of Directors (as appropriate)

1. The Board shall have a written mission statement approved by the Board of Directors. The Board shall describe the purpose for which the agency provides services.
2. The Board shall approve and review annually the written long-range plan and goals. The long-range plan and goals should describe in general terms the clients that are served and services provided.
3. 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.
4. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. 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.
5. The Board shall periodically review the appropriateness of its governing documents and adherence to their specifications.
6. 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.
7. The Board shall conduct a periodic, systematic assessment of the agency's effectiveness.
8. 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.
9. The Board shall hold meetings as prescribed in the by-laws but not less than four (4) times per year.
10. An agenda shall be developed and followed for all Board meetings.
11. 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.

12. The Board shall review and approve all aspects of the agency's operation including policy, personnel, budget, fund-raising, etc., including quarterly financial reports.
13. The Board shall determine the amount of capital outlay expenditures and capitalization policy that must receive prior approval for the Board.
14. The Board shall review and approve agency line item budgets and all subsequent budget adjustments.
15. Provisions shall exist for the orientation of new Board members to the Board. This orientation shall consist of, but not be limited to: the organizational goals and objectives, organizations operations, roles and responsibilities of Board members, financial overview of the organization's assets and liabilities, and receipt of the Department's Board Member Guidance.
16. The Board shall review and approve on an annual basis the Board members and agency personnel who will have signature authority.
17. The Board shall make continual and on-going efforts to provide all Board member with training related to their participation on the Board.

Personnel

1. The agency shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the agency. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the agency.
2. The agency shall have written personnel policies and procedures approved and signed by the Boards. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated and signed by the Board. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The agency personnel policies and procedures must include, at a minimum:
 - a. Mission of agency;
 - b. American Disabilities Act;
 - c. Annual Report;
 - d. Benefits;
 - e. Disciplinary Procedures;
 - f. Drug Free Workplace;
 - g. Employee Orientation and Annual Agency Training Plan;
 - h. Equal Employment Opportunity Statement;
 - i. Grievance Procedures;
 - j. Hiring/Firing Policies;
 - k. Hours of Work;
 - l. Job Qualifications and Job Descriptions;
 - m. Law Enforcement Records Checks;
 - n. Leave/Holiday Policy;
 - o. Performance Evaluation System;
 - p. Personnel Files;
 - q. Promotion Policies;
 - r. Quality Assurance;
 - s. Salary Policy and Plan;
 - t. Termination/Resignation Procedures.
4. The agency shall distribute a copy of all personnel policies and procedures to all new employees and make them available to all employees.

5. The agency 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.

6. The agency 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. Law enforcement records check;
 - 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.

Note: All licensed child care facilities; adolescent shelter cares, mentoring programs experiential wilderness program and respite care services must abide by Children, Youth and Families Department regulations governing criminal record checks.

7. The immediate supervisor shall conduct job performance evaluations semi -annually for all new employees and/or at least annually for all current employees. Said evaluation should document the review and results of the evaluation with the employee and be included in the personnel file.

8. The agency shall be headed by an agency director appointed by and responsible only to the Board. The Board shall delegate to the director such authority and responsibility necessary to operate the agency. 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.

Administrative Recordkeeping

Records and reports (including, but not limited to, fiscal, personnel, program evaluation, management information systems, governance, etc.) should guide the operations, support the assessment and improvement in quality of

services, measure and communicate productivity, and reflect the contractor's status. All records should be retained for a minimum of three (3) years. This would be the three prior years in addition to the current year's records.

FISCAL STANDARDS

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. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.
3. The contractor shall obtain and maintain at all times during the term of this contract a Blanket Bond 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).
4. 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.
5. The contractor shall secure and maintain adequate 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.
6. The contractor is responsible to provide Worker's Compensation Insurance for its employees as required by New Mexico State Law.
7. The contractor 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 mailed to the department within thirty days of the contract effective date.

Children, Youth and Families Department
Contract/Audit Unit
PO Drawer 5160
Santa Fe, NM 87502

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. Capital Outlay Inventory that 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;
 - h. Cost allocation method;
 - i. Accounting policies for donations.

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.

FINANCIAL STATEMENT

The contractor must prepare the following financial statements:

1. Balance Sheet or Statement of New Assets (for governmental and non-profit agencies);
2. Statement of Revenue and Expenditures or Statement of Activities (for government not for profit agencies)
;
3. Statement of Revenue and Expenditures – Budget to Actual.

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 a 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 and its Boards 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 original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and a variance column.

Audits

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

1. Audits for a contractor receiving under \$100,000.00 per year in cumulative Department funds and whose Board has elected to not conduct an audit (a total of all CYFD contracts awarded to the contractor within a fiscal year):
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New Assets 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 submitted to the Department’s Contract/Audit Unit within three (3) months of the contractor’s fiscal year end.
2. Audits for a contractor receiving \$100,000.00 to \$250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
 - 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 submitted 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. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
3. Audits for a contractor receiving \$250,000.00 or greater per year in cumulative Department 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 submitted 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. The selected auditor shall not have provided non-auditing services within the year being audited.
4. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
- a) The Contractor must submit one copy of their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also submit a copy of 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. The selected auditor shall not have provided non-auditing services within the year being audited.

5. Financial Statements, AUP and Audits must be mailed to:

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

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

Cost Principles

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

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 Agreement to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of the 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 the 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 or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.