

EC-25-426 CITY OF ALBUQUERQUE

Albuquerque, New Mexico Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

June 9, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: Request Approval to Add Funds to the Professional Service Agreement (CCN#

2025PT00000832.1) with Chicanos Por La Causa to Operate Gateway Women's Housing

Navigation Expansion

In accordance with ROA 1994 § 5-5-19(A)(8), the Department of Health, Housing, and Homelessness is seeking City Council's approval to add funds in the amount of \$1,800,000 to the FY26 Professional Services agreement (CCN# 2025PT00000832.1) with Chicanos Por La Causa for the operations of the Gateway Women's Housing Navigation Expansion. This approval will allow for the expansion to serve fifty (50) additional beds, bringing the total capacity of the site to one hundred (100) beds. The Professional Service Agreement with Chicanos Por La Causa will not exceed the total amount of \$3,600,000, for the period of July 1st, 2025 through June 30th, 2026.

The Department of Health, Housing and Homelessness respectfully forwards this request to City Council for consideration and action.

Legislation Title:

Request Approval to Add Funds to the Professional Service Agreement (CCN# 2025PT00000832.1) with Chicanos Por La Causa to Operate Gateway Women's Housing Navigation Expansion

Approved:

Samantha Sengel, EdD

Chief Administrative Officer

Approved as to Legal Form:

Lauren Keefe

City Attorney

Recommended:

PP

Gilbert Ramirez, Director

Date

Dept. of Health, Housing, & Homelessness

FISCAL IMPACT ANALYSIS

Request approval to add funds to the Professional Services Agreement with Chicanos Por La Causa, Inc. to provide expansion services for Gateway Women's Housing and

TITLE: Treatment Navigation Expansion.

R: xx

FUND:

FUND: 265/2

DEPT:

DEPT: 30000

No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing [] appropriations.

(If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this [] legislation is as follows:

| | | 2025 | | 1 | Fiscal Years 2026 | 2027 | | Total |
|---|----------------|------|---------------|----|----------------------|------|---|-----------------|
| Base Salary/Wages Fringe Benefits at Subtotal Personnel | 3 4 | T., | - | | - | | - | |
| Operating Expenses Property | | | | | 1,800,000 | | _ | 1,800,000 |
| Indirect Costs | | | - | | - | | - | - |
| Total Expenses | \$. | | - | \$ | 1,800,000 | \$ | - | \$ 1,800,000 |
| [X] Estimated revenues not affected [] Estimated revenue impact Revenue from program | | | | | | | | |
| Amount of Grant City Cash Match City Inkind Match City IDOH | | | | | 1,800,000 | | | 1,800,000 |
| Total Revenue | \$ | | () = (| \$ | 1,800,000 | \$ | - | \$ 1,800,000 |

These estimates do not include any adjustment for inflation.

Number of Positions created

COMMENTS: HHH is requesting approval to add funds to the Professional Service Agreement with Chicanos Por La Causa, Inc. to operate Gateway Women's Housing and Treatment for an expansion of an additional fifty (50) beds beyond the initially approved fifty (50) beds for individuals experiencing homelessness. In FY 2026, there will be no fiscal impact. The total amount of added funds is \$1,800,000,has been requested from the State appropriation allocated in House Bill 2 in action 2025-03-20.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

APPROVED

DIRECTOR

BUDGET OFFICER

^{*} Range if not easily quantifiable.

Cover Analysis

1. What is it?

Request approval to add funds to the current Professional Services Agreement (CCN# 2025PT00000832.1) with Chicano Por La Causa for the operations of the Gateway Women's Housing and Treatment Navigation Expansion. This approval will allow for the expansion to operate fifty (50) additional beds, bringing the total capacity of the site to one hundred (100) beds.

2. What will this piece of legislation do?

Approve the additional funding to operate the Gateway Women's Housing and Treatment Navigation Expansion to provide sheltering, case management, and housing navigation services for an additional fifty (50) beds.

3. Why is this project needed?

To provide shelter, case management, and housing navigation services to an additional fifty (50) beds for individuals experiencing homelessness.

4. How much will it cost and what is the funding source?

Up to \$1,800,000 has been requested from the State appropriation allocated in House Bill 2 in action 2025-03-20.

5. Is there a revenue source associated with this legislation? If so, what level of income is projected?

No.

6. What will happen if the project is not approved?

The Department of Health, Housing, & Homelessness will not be able to serve an additional fifty (50) clients experiencing homelessness.

7. Is this service already provided by another entity?

There are other programs for women in Albuquerque, however these existing programs are unable to keep up with the demand for these services for women experiencing homelessness.

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and CPLC New Mexico, Inc., 2101 Mountain Rd., NW, Ste. A, Albuquerque, NM 87108, a Non-Profit. ("Contractor").

RECITALS

WHEREAS, the City issued a Request For Proposals for the Department of Health, Housing, & Homelessness, RFP-2025-650-EV, titled "Operators for Gateway Services" on January 16, 2025 with a close date of February 18, 2025 that encompassed Gateway Men's, Women's, Medical Sobering, Young Adults, Family and First Responder Receiving Area. Six (6) responses were received with a total of nine (9) offers. There were no offers for Gateway Women's and Gateway Family.

It was determined to rebid those two (2) immediately with no change to the published specification, in an effort to solicit further offerors. On March 3, 2025 RFP-2025-665-HHH-GB was released with a close date of March 24, 2025. There were 21 document takers that viewed the RFP but no responses were received.

WHEREAS, City Ordinance 5-5-10 B "Rejection of offers; No responsive offers received" states "If no responsive offers are received, then the Central Purchasing Office or CIP may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the Chief Procurement Officer or CIP Official, a purchase in the open market shall not be permitted and the competitive solicitation may be reissue."

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. <u>Scope of Services</u>. The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Provide shelter, case management, and housing navigation services at the Gateway Women's Housing Navigation Center, in accordance with the Scope of Services attached as Exhibit A.

2. <u>Time of Performance.</u> Services of the Contractor designated herein are to commence July 1, 2025, and shall automatically renew for two additional one-year periods, contingent on sufficient funding and appropriations, unless terminated pursuant to this Agreement.

Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the Services required hereunder shall be completed by June 30, 2028. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from July 1, 2025, through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025. Automatic renewal of this Agreement for subsequent years within the three-year term is expressly contingent upon the City's appropriation of funds for that particular year. Should City Council fail to provide sufficient appropriations or authorizations, or should there be insufficient funding allocated in the City's budget, the City may terminate the Agreement pursuant to the terms of this Agreement, and such termination shall not be considered an event of default.

3. Compensation and Method of Payment.

A. <u>Compensation.</u> For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount of ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,650,000.00), per year, which payment is contingent upon the City's annual budget approval process and City Council appropriations, and which amount includes any applicable gross receipts taxes and shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services, per the "City Budgets" attached hereto and made a part hereof as Exhibit B.

B. <u>Method of Payment.</u>

- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at monthly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement shall be reimbursed. The City shall withhold reimbursement to the Contractor for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement.
- (2) All requisitions for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files.
- C. <u>Appropriations.</u> Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such an

event shall not constitute an event of default. All payment obligations of the City and all of its interests in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

- **D.** Responsibility to Monitor Contract. Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.
- 4. <u>Performance Monitoring</u>. The Contractor will from time to time provide assistance and information needed by City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.
- 5. <u>Independent Contractor.</u> Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

6. Personnel.

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.
 - D. The Contractor shall have in its possession a documented set of personnel

policies and procedures, including fringe benefits, if any, available to the Contractor's employees, and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.

- E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.
- 7. <u>Indemnity.</u> The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
- 8. <u>Insurance.</u> The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager Department of Finance and Administrative Services City of Albuquerque P.O. Box 470 Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all commercial general liability coverages required, the City shall be named as an additional insured, which shall be reflected on all certificates of insurance and endorsement documents. All coverages afforded shall be primary with respect to operations provided. The kinds and amounts of insurance required are set out below:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$11,000,000 Per Occurrence (or \$1,000,000 CGL and \$10.000,000

Umbrella)

| \$3,000,000 | Policy Aggregate |
|-------------|---|
| \$3,000,000 | Products Liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury |
| \$ 20,000 | Medical Payments |

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- **B.** Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy of insurance must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment, both on and off work.
- C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico (the "Act"). If the Contractor has determined that the Contractor is not subject to the Act, the Contractor shall certify in a signed statement that the Contractor is not subject to the Act. The Contractor shall notify the City and comply with the Act if the Contractor becomes subject to the Act during the term of the Agreement.
- **D. Professional Liability.** (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

E. Cyber Liability Coverage. N/A

- **F. Sexual Abuse Molestation Coverage.** Sexual abuse molestation insurance in an amount not less than \$3,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$3,000,000.00.
- **G.** Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
- 9. <u>Discrimination Prohibited, Civil Rights Compliance</u>. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973,

and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

- **ADA Compliance**. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.
- 11. <u>Conflict of Interest.</u> No officer, agent, or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child, or the financial interest of any business in which he or she has a direct or indirect financial interest.
- 12. <u>Interest of Contractor.</u> The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.
- 13. <u>No Collusion</u>. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.
- 14. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.
- **15.** Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- A. The Contractor will provide to the City, quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting period, and shall be in accordance with City of Albuquerque reporting instructions.
- B. The Contractor will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.
- C. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.
- **16.** Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
- 17. <u>Public Records.</u> The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.
- 18. <u>Establishment and Maintenance of Records.</u> Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.
- At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.
- **20.** Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States

or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

- 21. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque, as amended, and understands that failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.
- **22.** Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
- 23. <u>Assignability.</u> The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.
- **24.** Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- 25. <u>Termination for Convenience of City.</u> The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.
 - **26.** Construction and Severability. If any part of this Agreement is held to be invalid

or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

- **27. Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
- **28.** Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.
- **29.** Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.
- **30. Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
- **32.** Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- **33. Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

EXHIBIT A FY2026 SCOPE OF SERVICES CPLC NEW MEXICO, INC.: GATEWAY WOMEN'S HOUSING NAVIGATION CENTER - GF

A. Goals and Objectives:

- 1. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- 2. To achieve the City of Albuquerque Goal Statement #2: The public is safe and secure, and shares responsibility for maintaining a safe environment.
- 3. To increase housing stability and Individual Resilience by supporting the exit of guests into permanent housing through trauma-informed care and by filling service gaps for people experiencing homelessness in our community.
- 4. To increase behavioral health stability by providing case management that connects participants to support services.

B. Scope of Services:

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this Agreement, for the purpose of providing Overnight Shelter and Housing Navigation Services at the Gateway Center, which includes:

- Gateway overnight beds for unsheltered individuals,
- Operational services,
- Case management,
- Related support services.

The Contractor shall, in coordination with the City, provide the following service activities:

Output 1: Conduct Daily Operations of the Gateway Shelter

Services shall include, but are not limited to:

- 1. Manage site operations on a 24/7 basis in a safe and respectful manner:
 - a. Provide oversight, coordination, and scheduling for facility operations.
 - b. Ensure staffing levels to provide intake and services to up to a maximum of 50 guests per night.
 - c. Conduct wellness checks of the guest quarters daily to ensure safe, respectful, and sanitary conditions are maintained.

- d. Ensure coordination and communication among internal CPLC New Mexico team members, including operations, case management, housing navigation, deescalation, and janitorial staff.
- e. Assemble and communicate daily census status of guests to the City and key partners.
- f. Coordinate meal counts and meal distribution with the City catering Contractor.
- g. Provide janitorial services, including communicating maintenance and/or pest mitigation needs through work orders to the City.
- h. Distribute and post schedules of service opportunities for easy access by guests and staff. Help guests register and send reminders to attend classes and workshops.
- i. Collaborate with the City's Health, Housing & Homelessness (HHH) Outreach/Volunteer Coordinator to organize volunteers to support activities.
- j. Collaborate with City staff and engagement center providers to involve guests in on-site tasks and resources available through the Engagement Center to build ownership and community.
- k. Hold twice-a-month town hall meetings with guests to hear concerns and ideas for new services. Notify the City of those dates and send minutes from the meetings to the City.
- 2. Conduct intake and manage tenancy of guests using the City's online HIPAA-compliant data system and required paper forms to maintain data records for each guest.
 - a. The Contractor will hold 50% of its referrals for clients referred from Gateway West. If the 50% referral threshold cannot be met with Gateway West clients, then the remaining referrals may be filled by other referring sources.
 - b. Coordinate with the City and community partners identified by the City to conduct an intake referral, screening, and tracking system to follow up with referrals.
 - c. Conduct intake interviews, provide orientation, communicate to guests their rights and responsibilities, timeline and requirements about retaining tenancy, and provide notifications about the time remaining for their stay.
 - d. Assign a case manager to 100% of guests upon intake and ensure a referral is received by collaborating team members assigned to support guests during their stay.
 - e. Conduct heat treatment of guest belongings to prevent pest infestation in accordance with specified policies.
 - f. Utilize the City's data system to enter and update data records for resident guests.
 - g. Guests will sign an agreement during intake notifying them of the rules as well as the requirement to meet regularly with a case manager. If a guest is unable to meet with the case manager within 30 days, staff will move toward discharging the guest. The agreement will also state that guests will attend meetings with other providers and actively work on items that will help them move to stable housing.

Outcome 1: 100% of guests will be assigned to a case manager upon intake and will have an Individual Service Plan (ISP) developed within the first two weeks of their stay.

Output 2: Provide Client-Centered and Trauma-Informed Case Management and Housing Navigation Services

The Contractor shall deliver case management and housing navigation services to all guests to support their connection to permanent housing, medical/behavioral health services, and other social support services.

- 1. The program must work collaboratively by accepting referrals from other organizations as identified and requested by the City.
- 2. Agencies will attend and participate in case conferencing as requested by the City.
- 3. Engage in frequent contact with guests to build rapport and a sense of connectedness while maintaining client confidentiality to build a foundation for effective progress and de-escalation when needed.
- 4. Meet with each guest and conduct an Assessment within 72 hours of intake, including:
 - a. Identifying missing documents to secure housing.
 - b. Documenting history of housing, employment, health, transportation, and public assistance.
 - c. Registering each guest into the New Mexico Coalition to End Homelessness's Coordinated Entry System (CES) and offering the VI-SPDAT to each guest.
 - d. Completed VI-SPDATs must be provided to the New Mexico Coalition to End Homelessness via the Coordinated Entry System (CES) within seven (7) business days of completion.
- 5. Develop an Individual Service Plan (ISP) that may include but is not limited to: obtaining necessary documents (ID, Social Security card, birth certificate, etc.) required for housing, medical/behavioral health referrals, employment, training, and income support.
 - a. Meet at least weekly with clients to monitor progress and augment the ISP and action steps.
 - b. Support and document effective connections to behavioral health, employment, and public assistance services as evidenced by reporting on the number of referrals resulting in service engagement.
 - c. Meet as often as needed throughout the guest's stay to support consistent progress towards established goals; in cases where the client does not attend established appointments, make at least three attempts per week to reschedule and document these attempts.
 - d. Update the ISP at minimum every month, providing updates on goal attainment.
 - e. Upon exit, case managers will document where the resident exited to if that information is available.
 - f. Support guests' success in maintaining tenancy through de-escalation, individual intervention plans, and/or support service referrals as necessary.
- C. Identify documents guests may need (birth certificates, identification cards, social security cards, etc.) for work or benefits, etc., and set up appointments for guests to obtain such documents. Use the City-assigned shuttle if other transportation is not available.

- D. Assist with housing applications for Section 8 and other appropriate housing options.
- E. Conduct weekly housing disposition meetings with an inter-agency collaborative team and report attendance to the City.
- F. Identify and report to the City on areas of improvement in the supportive housing system at the Gateway Center.
 - 1. Evaluate the existing case management process and develop strategies to systematically enhance this process while incorporating inclusive and equitable approaches.
 - 2. Work with the City on existing strategies and tactics to address and reduce revocation of services and self-exits, and report modifications and outcomes to the City by comparing the timeframe for presence/absence of defined strategies.
- G. Operate transportation (a shuttle or other form of transportation) as needed for people referred by agencies to get to the Gateway Center, including:
 - 1. Providing appropriately trained and licensed staff to operate designated transportation when needed.
 - 2. Using the shuttle at designated times for group trips from the Gateway Center to access important resources if other transportation options are not available.
 - 3. Encouraging clients to utilize transportation available to them (own vehicle, bus, medical, transportation) to attend important appointments (medical visits, housing search, employment search, benefits enrollment, etc.).

Outcome 2A: 90% of new intakes complete an assessment in the first 72 hours unless they exit during that time. Guests who leave during the first 72 hours and do not complete an assessment will not be counted negatively toward this percentage.

Outcome 2B: 70% of guests make progress on their ISP as indicated by at least one goal completed or measurable progress at each monthly review.

Outcome 2C: 70% of guests can be presented for a housing disposition. This includes having all applicable documents in place for an individual to obtain housing.

Outcome 2D: 50% of guests maintain or increase income upon exit as documented by paychecks, SSI documentation, or other sources of income.

Output 3: Track and Report on Exits to Stable Housing

Track and report the following:

- The number of guests who stay and exit into stable housing;
- The length of stay for all guests;
- The reason for exit for all guests;
- Where guests exited to, if that information is available.

C. Service Implementation and Reporting:

- 1. Provide sufficient staffing levels for team members to meet outputs and outcomes, develop rapport, connection, and a trusting relationship with guests, monitor safety, and minimize unnecessary discharges.
- 2. Conduct and maintain current and consistent staff training for each staff member within 30 days of hire and annually thereafter. Training shall include but not be limited to: deescalation strategies, motivational interviewing, life-saving techniques, trauma-informed care, cultural humility, Homeless Management Information System (HMIS), the City's data system (currently Caspio), and other associated processes.
- 3. Demonstrate respectful behavior with each guest and create a safe environment for cultural awareness and inclusion.
- 4. Participate in meetings with surrounding neighborhoods and concerned community members, including but not limited to the City-convened Transformative Neighborhood Planning Meetings.
- 5. Conduct data collection and compilation to support any City, State, or Federal evaluation efforts by providing requested information for services delivered. Maintain appropriate documentation and data that includes the following:
 - a. For all participants receiving services through this contract, enter complete, accurate, and timely data into HMIS according to existing HMIS standards, including entry and exit dates and where participants exited to if known. Program intake data is to be entered into HMIS within 72 hours of intake and exit data entered into HMIS within seven (7) business days of a participant's exit from the program.
 - b. For all participants receiving services through this contract, enter complete, accurate, and timely data into the City data system.
 - c. Capture basic demographic and individual identifiers to assist in assessing any gaps and/or services that guests may more appropriately benefit from.
 - d. Conduct exit interviews to document stories of guests' journeys from homelessness back to housing and share exit interviews with the City.
- 6. Ensure that incident reports are documented, and the documentation is maintained by the Contractor. Ensure each incident is addressed and mitigated, working with the City as necessary to resolve any issues. Ensure the City is notified within 24 hours of each incident, and incident reports are sent to designated City staff within the 24-hour timeframe. If revision of an incident report is needed, the revised report will be sent to the City within 24 hours of revision. Provide copies of all documentation of any incident or investigation of such incident, and all supporting documentation, upon request by the City.
- 7. An electronic manual of all policies and procedures will be provided to the City. The City will be notified and given copies of any updates. If any City and Contractor policies conflict, the Contractor and the City will work together to ensure consistency.

 a. To ensure that policies and procedures meet the standards of a City facility, the City Department of Health, Housing & Homelessness (HHH) will review, in consultation with other relevant City departments if any, to develop and update detailed policies,

procedures, protocols, and checklists for the daily operations of the Gateway Center. Policies and procedures shall integrate culturally sensitive content informed by entities that may include, but are not limited to, the Commission on American Indian and Alaskan Native Affairs.

- b. Comply with Title VI Civil Rights Act of 1964 and City of Albuquerque's R-21-231 to implement a language access plan for at minimum Spanish, Diné/Navajo, ASL, Vietnamese, and Mandarin.
- c. Coordinate with and promote feedback from service providers who are well trained and experienced with a focus on serving historically underserved populations, such as but not limited to: Native Americans, LGBTQ+, and minority female populations.
- 8. Utilize a continuous quality improvement system to track and evaluate program progress, identify gaps in program implementation, and implement action steps to improve program implementation. Communicate with City staff regarding program improvement initiatives and implementation.
- 9. The Contractor shall make every effort to bill Medicaid for eligible services to maximize services for non-Medicaid clients or non-Medicaid covered expenses as described in the section detailing the use of Program Income in the Administrative Requirements for Social Services Contracts Under the City of Albuquerque, as amended.
- 10. The Contractor shall participate in a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services; participation in data sharing with other community and social organizations on program activities with client consent; and sharing aggregate and non-medical client data with the City and other City-funded partners.
- 11. The Contractor will submit Quarterly Reports which consist of three forms:

Part A includes aggregate results from agency data collection tools.

Part B is a narrative highlighting the connection to supportive resources, identification of barriers to serving the comprehensive needs of clients, and suggested solutions to address barriers to obtaining services.

Part C provides clients' demographics.

In conjunction with the submission of quarterly reports, the Contractor will meet with City staff monthly, or as determined necessary at the discretion of the Department of HHH, for ongoing technical assistance and review of the implementation of the program.

- 12. The Contractor shall be responsible for contractor-owned/leased vehicle maintenance.
- 13. When Chicanos Por La Casa utilizes the City shuttle, they will track and report mileage monthly to the City.

- 14. Comply with the City's request to update the agency's program profile as needed for the City website, applicable databases, and the 311 system.
- 15. Enter complete and accurate data daily (seven days a week) into the City's Shelter Bed Tracking System for daily operations. The Contractor will assign staff to conduct reporting and provide updates for contact information as needed to the City.
- 16. The Contractor agrees to participate in networking activities as designated by the City to include, but not be limited to, two networking meetings per program year.
- 17. When using a City vehicle, the Contractor must adhere to the City's Administrative Instruction NO: 4-5 City Vehicle Usage Policy, as applicable, including but not limited to the items described in Section D of this Exhibit and the items below:
 - i. City vehicles will be used exclusively to conduct official business pertaining to this Agreement.
 - ii. City vehicles are not to be used to conduct personal business.
 - iii. Individuals operating a City vehicle are required to have a valid driver's license and be in compliance with the City Operator Permit (COP) program policies and procedures.
 - iv. Individuals operating City vehicles are required to obey all traffic laws.
 - v. Any individual receiving a criminal or civil citation for violation of state or City motor vehicle statutes or ordinances shall be personally responsible for timely paying any assessed fine or penalty.
 - vi. City vehicles shall be parked overnight in their designated area and keys promptly returned to the designated location after each use. City vehicles are not to be taken home overnight by any individual.
 - vii. When a City vehicle is out for maintenance or is otherwise unavailable, the Contractor will make the appropriate arrangements to coordinate transportation services.

D. Related Service Functions:

- 1. The agency shall engage with and be responsive to neighborhood residents, businesses and property owners who are located near Gateway Women's Housing Navigation Center.
- 2. Gateway Women's Housing Navigation Center shall be kept maintained, cleaned and in good condition.
- 3. Public sidewalks and other rights of ways directly adjacent to Gateway Women's Housing Navigation Center shall be kept free of obstruction.

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #2: Expense Summary Form

1. Agency Name: CPLC NM, Inc.

| Expenditure Category | | rogram Total | (| City Funding Requested | Percent Requested | |
|--|----|--------------|----|---------------------------|----------------------|--|
| Personnel Costs | | | | | | |
| Salaries & Wages | \$ | 637,070.00 | \$ | 637,070.00 | 100.00% | |
| Payroll Taxes and Employee Benefits | \$ | 236,543.00 | \$ | 236,543.00 | 100.00% | |
| Total Personnel Costs | \$ | 873,613.00 | \$ | 873,613.00 | 100.00% | |
| Operating Costs - Direct | | | | | | |
| Contractual Services | \$ | 298,400.00 | \$ | 298,400.00 | 100.00% | |
| Audit Costs | \$ | - | \$ | - | | |
| Consumable Supplies | \$ | 62,847.00 | \$ | 62,847.00 | 100.00% | |
| Telephone | \$ | 3,850.00 | \$ | 3,850.00 | 100.00% | |
| Postage and Shipping | \$ | - | \$ | - | | |
| Occupancy | | | | | | |
| a. Rent | \$ | - | \$ | - | | |
| b. Utilities | \$ | - | \$ | - | | |
| c. Other | \$ | 3,960.00 | \$ | 3,960.00 | 100.00% | |
| Equipment Lease/Purchase | \$ | 5,500.00 | \$ | 5,500.00 | 100.00% | |
| Equipment Maintenance | \$ | - | \$ | - | | |
| Printing & Publications | \$ | 350.00 | \$ | 350.00 | 100.00% | |
| Travel | | | | | | |
| a. Local Travel | \$ | - | \$ | - | | |
| b. Out of Town Travel | \$ | - | \$ | - | | |
| Conferences, Meetings, Etc. | \$ | 5,225.00 | \$ | 5,225.00 | 100.00% | |
| Direct Assistance to Beneficiaries | \$ | 165,000.00 | \$ | 165,000.00 | 100.00% | |
| Membership Dues | \$ | - | \$ | - | | |
| Equipment, Land, Buildings | \$ | - | \$ | - | | |
| Insurance | \$ | - | \$ | - | | |
| Fuel and Vehicle Maintenance | \$ | - | \$ | - | | |
| Total Operating Costs | \$ | 545,132.00 | \$ | 545,132.00 | 100.00% | |
| Total Direct Costs (Personnel & Operating) | \$ | 1,418,745.00 | \$ | 1,418,745.00 | 100.00% | |
| Indirect Costs (16.3%; attach Rate Letter) | \$ | 231,255.00 | \$ | 231,255.00 | 100.00% | |
| TOTAL PROGRAM EXPENSES | \$ | 1,650,000.00 | \$ | 1,650,000.00 | 100.00% | |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #3: Revenue Summary Form

1. Agency Name: CPLC NM, Inc.

| Revenue Sources | Agency Total | % of Agency Budget | Program Total | % of Program Budget |
|--|-----------------|-----------------------|------------------------------------|---------------------|
| Government Revenues | | | | |
| Revenues from Federal Government (On separate lines, list each Federal Agency providing fees/funding and the amount of funding) | | | | |
| Grants from Federal Government Agencies: U.S. Department of Health and Human Servies, Administration for | \$ 1,617,309.17 | 18.9% | | 0.0% |
| Children and Families - CSBG | | | | |
| Medicaid Reimbursements: | | 0.0% | | |
| Other Federal Revenues: | | | | |
| Subtotal Federal Agencies | \$ 1,617,309.17 | 18.9% | \$ - | 0.0% |
| Revenues from State Government (On separate lines, list each State Agency providing fees/funding and the amount of funding) Grants from State Government Agencies: | | | | |
| Other State Government Revenues: | | | | |
| Subtotal State Agencies | \$ - | 0.0% | \$ - | 0.0% |
| Revenues from County Government: | | | | |
| Revenues from the City of Albuquerque (including this proposal | | | | |
| or contract): (On separate lines, list each City-funded project and the amount of funding) | | | | |
| Gateway West Shelter | \$ 4,962,406.92 | 58.0% | \$ 4,962,406.92 | 71.4% |
| Gateway West Shelter Supportive Services | \$ 233,333.00 | 2.7% | | 3.4% |
| Albuquerque Behavioral Health Housing Stability | \$ 100,000.00 | 1.2% | \$ 100,000.00 | 1.4% |
| Women's Housing Navigation Center Other Municipal Government Revenues: | \$ 1,650,000.00 | 19.3% | \$ 1,650,000.00 | 23.8% |
| Subtotal Local Government | \$ 6,945,739.92 | 81.1% | \$ 6,945,739.92 | 100.00/ |
| TOTAL GOVERNMENT REVENUES FROM ALL SOURCES | \$ 8,563,049.09 | 100.0% | \$ 6,945,739.92 \$ 6,945,739.92 | 100.0% |
| 10.112 GO / DAWNELLY ALL / ZHOLD I ROM ALL SOURCES | \$ 0,000,017.07 | 100.070 | \$ 0,5 10,105.5 <u>E</u> | 100.070 |
| Other Revenue: | | | | |
| Contributions | | | | |
| Other Revenue | | | | |
| Subtotal Other Revenues | \$ - | 0.0% | \$ - | 0.0% |
| TOTAL REVENUE FROM ALL SOURCES: | \$ 8,563,049.09 | 100.0% | \$ 6,945,739.92 | 100.0% |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #4 - Project Budget Detail Form - Personnel

1. Agency Name: CPLC NM, Inc.

2. Project Title: Women's Housing Navigation Center

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

| 3. FTE on Program | Position Title | llary for the Program | ity Funding Requested | Percent Requested (Amount Requested / Salary to the Program) |
|-------------------------|-----------------------------------|--------------------------|--------------------------|--|
| 0.25 | Supportive Housing Manager | \$ 18,750.00 | \$ 18,750.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,546.00 | \$ 41,546.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,546.00 | \$ 41,546.00 | 100.00% |
| 1.00 | CPSW's | \$ 57,807.00 | \$ 57,807.00 | 100.00% |
| 1.00 | CPSW's | \$ 57,807.00 | \$ 57,807.00 | 100.00% |
| 0.50 | CPSW's | \$ 29,120.00 | \$ 29,120.00 | 100.00% |
| 1.00 | Job Developer/ Community Outreach | \$ 49,833.00 | \$ 49,833.00 | 100.00% |
| 1.00 | Job Developer/ Community Outreach | \$ 49,833.00 | \$ 49,833.00 | 100.00% |
| 1.00 | Intake Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Intake Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Intake Specialist | \$ 41,546.00 | \$ 41,546.00 | 100.00% |
| | | | | |
| 4. Salaries | | \$ 637,070.00 | \$ 637,070.00 | 100.00% |
| | Taxes and Employee Benefits * | \$ 236,543.00 | \$ 236,543.00 | 100.00% |
| 6. Total P | ersonnel Costs | \$ 873,613.00 | \$ 873,613.00 | 100.00% |

7. * Payroll Taxes: FICA @ 6.20%; Unemployment Insurance @ 6.40%; Workers Comp @ 1.60% Employee Benefits: Health Insurance @16.18% Retirement @ 0.75% Other @ 3.30%

6.30% FICA

6.40% UI

1.60% WC

23.70% Benefits

38.00% Total

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | | | |
|---|---------------|---|---------------------------|---|-------------------------|---|----------------------|
| Line Item and Basics (Non-Personnel) | Program Total | | City Funding Requested | | Amount Other Sources | | Percent Requested |
| | _ | • | _ | • | | | 100.000/ |
| Contractual Services | \$ | 298,400.00 | \$ | 298,400.00 | \$ | - | 100.00% |
| Linen/Laundry Services @ \$1,200 per | | | | | | | |
| month for 11 months) | \$ | 13,200.00 | \$ | 13,200.00 | \$ | - | 100.00% |
| Cleaning Services @ \$15,000 per | | | | | | | |
| month for 11 months) | \$ | 165,000.00 | \$ | 165,000.00 | \$ | - | 100.00% |
| Security (1 FTE x \$40 x 8 hours for | | | | | | | |
| 335 days) | \$ | 107,200.00 | \$ | 107,200.00 | | | 100.00% |
| Temp Agency | \$ | 13,000.00 | \$ | 13,000.00 | | | 100.00% |
| Audit Costs | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | - | | | | | |
| Consumable Supplies | \$ | 62,847.00 | \$ | 62,847.00 | \$ | - | 100.00% |
| Laptop & Accessories @ \$1,500 per | | | | | | | |
| FTE for 5 FTE + 4 monitors @ \$550 | | | | | | | |
| 1 1E 101 5 1 1E + 4 monitors (a) \$550 | \$ | 9,700.00 | \$ | 9,700.00 | \$ | - | 100.00% |
| Office Supplies @\$1,004.27 per | | | | | | | |
| month for 11 months | \$ | 11,047.00 | \$ | 11,047.00 | \$ | - | 100.00% |
| Cleaning Supplies @\$1,500 per | | | | | | | |
| month for 11 months | \$ | 16,500.00 | \$ | 16,500.00 | \$ | - | 100.00% |
| First Aid Kit - Cintas \$800 a month x | | | | | | | |
| 11 months | \$ | 8,800.00 | \$ | 8,800.00 | | | |
| Over-the-counter (OTC) Medicines | | | | | | | |
| @\$1,500 per month for 11 months | \$ | 16,500.00 | \$ | 16,500.00 | \$ | - | 100.00% |
| MIHS | \$ | 300.00 | \$ | 300.00 | | | |
| Telephone | \$ | 3,850.00 | \$ | 3,850.00 | \$ | - | 100.00% |
| Cell Phones @ \$70 per month per | | | | | | | |
| FTE for 5 FTE for 11 months | \$ | 3,850.00 | \$ | 3,850.00 | \$ | - | 100.00% |
| Postage and Shipping | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | - | | | | | |
| Occupancy | \$ | 3,960.00 | \$ | 3,960.00 | \$ | - | 100.00% |
| a. Rent | \$ | - | | | | | |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | ı | | |
|--|---------------|------------------|---------------------------|--------------------|-------------------------|---|----------------------|
| Line Item and Basics (Non-Personnel) | Program Total | | City Funding Requested | | Amount Other Sources | | Percent Requested |
| b. Utilities | \$ | - | | | | | |
| c. Other | | | | | | | |
| Internet Services @ \$360 per month | | | | | | | |
| for 11 months | \$ | 3,960.00 | \$ | 3,960.00 | \$ | - | 100.00% |
| | Ф | 5 500 00 | Ф | 5 500 00 | d. | | 100.000/ |
| Equipment Lease/Purchase | \$ | 5,500.00 | \$ | 5,500.00 | \$ | - | 100.00% |
| Copier Lease @ \$500 per month for | | 7 7 00 00 | Φ. | 7. 7. 00.00 | _ | | 100.000/ |
| 11 months | \$ | 5,500.00 | \$ | 5,500.00 | \$ | - | 100.00% |
| | \$ | - | Φ | | Ф | | |
| Equipment Maintenance | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| D. C. O.D.II. C. | \$ | 250.00 | Φ | 250.00 | Φ | | 100.000/ |
| Printing & Publications | \$ | 350.00 | \$ | 350.00 | \$ | - | 100.00% |
| Staff Shirts @ \$30 for 30 units | \$ \$ | 350.00 | \$ | 350.00 | \$ | - | 100.00% |
| Travel | Ψ | _ | | | | | |
| a. Local Travel | \$ | - | | | | | |
| b. Out of Town Travel | \$ | - | | | | | |
| Conferences, Meetings, Etc. | \$ | 5,225.00 | \$ | 5,225.00 | \$ | - | 100.00% |
| Training @ \$5,225 | \$ | 5,225.00 | \$ | 5,225.00 | | | 100.00% |
| | \$ | - | | | | | |
| Direct Assistance to Beneficiaries | \$ | 165,000.00 | \$ | 165,000.00 | \$ | - | 100.00% |
| Essentials Kits for clients, bus passes, | | | | | | | |
| state ID documents, birth certificate | | | | | | | |
| document fee, gas cards, work | | | | | | | |
| clothes, airfare, an application fee to | | | | | | | |
| an apartment, deposits, and snacks for | | | | | | | |
| clients at \$165,000 for the year. | | | | | | | |
| The second secon | \$ | 165,000.00 | \$ | 165,000.00 | \$ | - | 100.00% |
| | \$ | - | | | | | |
| Membership Dues | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | - | | | | | |
| Equipment, Land, Buildings | \$ | - | \$ | - | \$ | - | |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | | | | |
|---|----------------|------------|------------------|------------|----|------------------------|----------------------|--|
| Line Item and Basics (Non-Personnel) | Program Totall | | Program Lotali * | | Aı | mount Other Sources | Percent Requested | |
| | \$ | - | | | | | | |
| | \$ | - | | | | | | |
| Insurance | \$ | - | \$ | - | \$ | - | | |
| | \$ | - | | | | | | |
| | \$ | 1 | | | | | | |
| Fuel and Vehicle Maintenance | \$ | - | \$ | - | \$ | - | | |
| | \$ | - | | | | | | |
| | \$ | - | | | | | | |
| Total Operating Costs | \$ | 545,132.00 | \$ | 545,132.00 | \$ | - | 100.00% | |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

| 1. Agency Name: CPLC NM, Inc. | | | | | | | | |
|---|--------|-----------------------------|-------------------|--|--|--|--|--|
| <u> </u> | | | | | | | | |
| 2. Project Title: Women's Housing Navigation | on Ce | nter | | | | | | |
| 3. Amount and percent of total requested funds on a quarterly basis: | | | | | | | | |
| • | | Amount to be | | | | | | |
| Quarter Ending | | Requested | Percent of Total | | | | | |
| September 30, 2023 | \$ | 412,500.00 | 25.00% | | | | | |
| December 31, 2023 | \$ | 412,500.00 | 25.00% | | | | | |
| March 31, 2024 | \$ | 412,500.00 | 25.00% | | | | | |
| June 30, 2024 | \$ | 412,500.00 | 25.00% | | | | | |
| Total | | 1,650,000.00 | 100.00% | | | | | |
| N/A | | | | | | | | |
| 4. As applicable: Reimbursement Rate – only | v appl | licable to <i>unit of s</i> | ervice contracts: | | | | | |
| Rate: | | v | unit of service | | | | | |
| \$ per (hour, client, etc.) | | | | | | | | |
| Annual units: | | | | | | | | |
| Allinuar units. | | | | | | | | |
| 5. As applicable: <u>Rate Justification – only applicable to unit of service</u> contracts: | | | | | | | | |
| | | | | | | | | |

FIRST SUPPLEMENTAL AGREEMENT CCN# 2025PT00000832.1

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into upon the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and CPLC New Mexico, Inc., 2101 Mountain Rd., NW, Ste. A, Albuquerque, NM 87108, a Non-Profit (the "Contractor").

RECITALS

WHEREAS, the City and the Contractor entered into an Agreement dated July 1, 2025 hereafter referred to as the "Original Agreement," whereby the Contractor agreed to provide certain services to the City; and

WHEREAS, in this FIRST Supplemental Agreement, the parties agree that the Contractor will serve an additional fifty (50) clients at the Gateway Women's Housing Navigation and Treatment Center Expansion; and

WHEREAS, in this FIRST Supplemental Agreement, the parties agree that they will increase the compensation; and

WHEREAS, in this FIRST Supplemental Agreement, the parties determined additional funding in the amount of ONE MILLION EIGHT HUNDRED THOUSAND AND NO 00/100 DOLLARS (\$1,800,000.00) is necessary, bringing the total Original Agreement compensation amount to THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,600,000.00; and

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

- 1. Section 3 A of the Original Agreement is hereby deleted in its entirety and replaced by the following provision:
 - **A.** <u>Compensation.</u> For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,600,000.00), per year, which payment is contingent upon the City's annual budget approval process and City Council appropriations, and which amount includes any applicable gross receipts taxes and shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services, per the "City Budgets" attached hereto and made a part hereof as Exhibit B.

1

- 2. Exhibit A to the Original Agreement is hereby amended and attached to this FIRST Supplemental Agreement as Exhibit A.
- 3. Exhibit B to the Original Agreement is hereby amended and attached to this FIRST Supplemental Agreement as Exhibit B.
- 4. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this FIRST Supplemental Agreement, in which event, the terms and conditions of this FIRST Supplemental Agreement shall control.
- 5. Approval Required. This Agreement shall not become effective or binding upon the City until approved by the highest authority required by the City under this Agreement.
- 6. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURES ON NEXT PAGE

EXHIBIT A FY2026 SCOPE OF SERVICES CPLC NEW MEXICO, INC.: GATEWAY WOMEN'S HOUSING NAVIGATION CENTER - GF

A. Goals and Objectives:

- 1. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- 2. To achieve the City of Albuquerque Goal Statement #2: The public is safe and secure, and shares responsibility for maintaining a safe environment.
- 3. To increase housing stability and Individual Resilience by supporting the exit of guests into permanent housing through trauma-informed care and by filling service gaps for people experiencing homelessness in our community.
- 4. To increase behavioral health stability by providing case management that connects participants to support services.

B. Scope of Services:

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this Agreement, for the purpose of providing Overnight Shelter and Housing Navigation Services at the Gateway Center, which includes:

- Gateway overnight beds for unsheltered individuals,
- Operational services,
- Case management,
- Related support services.

The Contractor shall, in coordination with the City, provide the following service activities:

Output 1: Conduct Daily Operations of the Gateway Shelter

Services shall include, but are not limited to:

- 1. Manage site operations on a 24/7 basis in a safe and respectful manner:
 - a. Provide oversight, coordination, and scheduling for facility operations.

- b. Ensure staffing levels to provide intake and services to up to a maximum of one hundred (100) guests per night.
- c. Conduct wellness checks of the guest quarters daily to ensure safe, respectful, and sanitary conditions are maintained.
- d. Ensure coordination and communication among internal CPLC New Mexico team members, including operations, case management, housing navigation, deescalation, and janitorial staff.
- e. Assemble and communicate daily census status of guests to the City and key partners.
- f. Coordinate meal counts and meal distribution with the City catering Contractor.
- g. Provide janitorial services, including communicating maintenance and/or pest mitigation needs through work orders to the City.
- h. Distribute and post schedules of service opportunities for easy access by guests and staff. Help guests register and send reminders to attend classes and workshops.
- i. Collaborate with the City's Health, Housing & Homelessness (HHH) Outreach/Volunteer Coordinator to organize volunteers to support activities.
- j. Collaborate with City staff and engagement center providers to involve guests in on-site tasks and resources available through the Engagement Center to build ownership and community.
- k. Hold twice-a-month town hall meetings with guests to hear concerns and ideas for new services. Notify the City of those dates and send minutes from the meetings to the City.
- 2. Conduct intake and manage tenancy of guests using the City's online HIPAA-compliant data system and required paper forms to maintain data records for each guest.
 - a. The Contractor will hold 50% of its referrals for clients referred from Gateway West. If the 50% referral threshold cannot be met with Gateway West clients, then the remaining referrals may be filled by other referring sources.
 - b. Coordinate with the City and community partners identified by the City to conduct an intake referral, screening, and tracking system to follow up with referrals.
 - c. Conduct intake interviews, provide orientation, communicate to guests their rights and responsibilities, timeline and requirements about retaining tenancy, and provide notifications about the time remaining for their stay.
 - d. Assign a case manager to 100% of guests upon intake and ensure a referral is received by collaborating team members assigned to support guests during their stay.
 - e. Conduct heat treatment of guest belongings to prevent pest infestation in accordance with specified policies.
 - f. Utilize the City's data system to enter and update data records for resident guests.

g. Guests will sign an agreement during intake notifying them of the rules as well as the requirement to meet regularly with a case manager. If a guest is unable to meet with the case manager within 30 days, staff will move toward discharging the guest. The agreement will also state that guests will attend meetings with other providers and actively work on items that will help them move to stable housing.

Outcome 1: 100% of guests will be assigned to a case manager upon intake and will have an Individual Service Plan (ISP) developed within the first two weeks of their stay.

Output 2: Provide Client-Centered and Trauma-Informed Case Management and Housing Navigation Services

The Contractor shall deliver case management and housing navigation services to all guests to support their connection to permanent housing, medical/behavioral health services, and other social support services.

- 1. The program must work collaboratively by accepting referrals from other organizations as identified and requested by the City.
- 2. Agencies will attend and participate in case conferencing as requested by the City.
- 3. Engage in frequent contact with guests to build rapport and a sense of connectedness while maintaining client confidentiality to build a foundation for effective progress and de-escalation when needed.
- 4. Meet with each guest and conduct an Assessment within 72 hours of intake, including:
 - a. Identifying missing documents to secure housing.
 - b. Documenting history of housing, employment, health, transportation, and public assistance.
 - c. Registering each guest into the New Mexico Coalition to End Homelessness's Coordinated Entry System (CES) and offering the VI-SPDAT to each guest.
 - d. Completed VI-SPDATs must be provided to the New Mexico Coalition to End Homelessness via the Coordinated Entry System (CES) within seven (7) business days of completion.
- 5. Develop an Individual Service Plan (ISP) that may include but is not limited to: obtaining necessary documents (ID, Social Security card, birth certificate, etc.) required for housing, medical/behavioral health referrals, employment, training, and income support.
 - a. Meet at least weekly with clients to monitor progress and augment the ISP and action steps.

- b. Support and document effective connections to behavioral health, employment, and public assistance services as evidenced by reporting on the number of referrals resulting in service engagement.
- c. Meet as often as needed throughout the guest's stay to support consistent progress towards established goals; in cases where the client does not attend established appointments, make at least three attempts per week to reschedule and document these attempts.
- d. Update the ISP at minimum every month, providing updates on goal attainment.
- e. Upon exit, case managers will document where the resident exited to if that information is available.
- f. Support guests' success in maintaining tenancy through de-escalation, individual intervention plans, and/or support service referrals as necessary.
- C. Identify documents guests may need (birth certificates, identification cards, social security cards, etc.) for work or benefits, etc., and set up appointments for guests to obtain such documents. Use the City-assigned shuttle if other transportation is not available.
- D. Assist with housing applications for Section 8 and other appropriate housing options.
- E. Conduct weekly housing disposition meetings with an inter-agency collaborative team and report attendance to the City.
- F. Identify and report to the City on areas of improvement in the supportive housing system at the Gateway Center.
 - 1. Evaluate the existing case management process and develop strategies to systematically enhance this process while incorporating inclusive and equitable approaches.
 - 2. Work with the City on existing strategies and tactics to address and reduce revocation of services and self-exits, and report modifications and outcomes to the City by comparing the timeframe for presence/absence of defined strategies.
- G. Operate transportation (a shuttle or other form of transportation) as needed for people referred by agencies to get to the Gateway Center, including:
 - 1. Providing appropriately trained and licensed staff to operate designated transportation when needed.
 - 2. Using the shuttle at designated times for group trips from the Gateway Center to access important resources if other transportation options are not available.
 - 3. Encouraging clients to utilize transportation available to them (own vehicle, bus, medical, transportation) to attend important appointments (medical visits, housing search, employment search, benefits enrollment, etc.).

Outcome 2A: 90% of new intakes complete an assessment in the first 72 hours unless they exit during that time. Guests who leave during the first 72 hours and do not complete an assessment will not be counted negatively toward this percentage.

Outcome 2B: 70% of guests make progress on their ISP as indicated by at least one goal completed or measurable progress at each monthly review.

Outcome 2C: 70% of guests can be presented for a housing disposition. This includes having all applicable documents in place for an individual to obtain housing.

Outcome 2D: 50% of guests maintain or increase income upon exit as documented by paychecks, SSI documentation, or other sources of income.

Output 3: Track and Report on Exits to Stable Housing

Track and report the following:

- The number of guests who stay and exit into stable housing;
- The length of stay for all guests;
- The reason for exit for all guests;
- Where guests exited to, if that information is available.

C. Service Implementation and Reporting:

- 1. Provide sufficient staffing levels for team members to meet outputs and outcomes, develop rapport, connection, and a trusting relationship with guests, monitor safety, and minimize unnecessary discharges.
- 2. Conduct and maintain current and consistent staff training for each staff member within 30 days of hire and annually thereafter. Training shall include but not be limited to: deescalation strategies, motivational interviewing, life-saving techniques, trauma-informed care, cultural humility, Homeless Management Information System (HMIS), the City's data system (currently Caspio), and other associated processes.
- 3. Demonstrate respectful behavior with each guest and create a safe environment for cultural awareness and inclusion.
- 4. Participate in meetings with surrounding neighborhoods and concerned community members, including but not limited to the City-convened Transformative Neighborhood Planning Meetings.
- 5. Conduct data collection and compilation to support any City, State, or Federal evaluation efforts by providing requested information for services delivered. Maintain appropriate documentation and data that includes the following:

- a. For all participants receiving services through this contract, enter complete, accurate, and timely data into HMIS according to existing HMIS standards, including entry and exit dates and where participants exited to if known. Program intake data is to be entered into HMIS within 72 hours of intake and exit data entered into HMIS within seven (7) business days of a participant's exit from the program.
- b. For all participants receiving services through this contract, enter complete, accurate, and timely data into the City data system.
- c. Capture basic demographic and individual identifiers to assist in assessing any gaps and/or services that guests may more appropriately benefit from.
- d. Conduct exit interviews to document stories of guests' journeys from homelessness back to housing and share exit interviews with the City.
- 6. Ensure that incident reports are documented, and the documentation is maintained by the Contractor. Ensure each incident is addressed and mitigated, working with the City as necessary to resolve any issues. Ensure the City is notified within 24 hours of each incident, and incident reports are sent to designated City staff within the 24-hour timeframe. If revision of an incident report is needed, the revised report will be sent to the City within 24 hours of revision. Provide copies of all documentation of any incident or investigation of such incident, and all supporting documentation, upon request by the City.
- 7. An electronic manual of all policies and procedures will be provided to the City. The City will be notified and given copies of any updates. If any City and Contractor policies conflict, the Contractor and the City will work together to ensure consistency.

 a. To ensure that policies and procedures meet the standards of a City facility, the City Department of Health, Housing & Homelessness (HHH) will review, in consultation with other relevant City departments if any, to develop and update detailed policies, procedures, protocols, and checklists for the daily operations of the Gateway Center. Policies and procedures shall integrate culturally sensitive content informed by entities that may include, but are not limited to, the Commission on American Indian and Alaskan Native Affairs.
 - b. Comply with Title VI Civil Rights Act of 1964 and City of Albuquerque's R-21-231 to implement a language access plan for at minimum Spanish, Diné/Navajo, ASL, Vietnamese, and Mandarin.
 - c. Coordinate with and promote feedback from service providers who are well trained and experienced with a focus on serving historically underserved populations, such as but not limited to: Native Americans, LGBTQ+, and minority female populations.
- 8. Utilize a continuous quality improvement system to track and evaluate program progress, identify gaps in program implementation, and implement action steps to improve

program implementation. Communicate with City staff regarding program improvement initiatives and implementation.

- 9. The Contractor shall make every effort to bill Medicaid for eligible services to maximize services for non-Medicaid clients or non-Medicaid covered expenses as described in the section detailing the use of Program Income in the Administrative Requirements for Social Services Contracts Under the City of Albuquerque, as amended.
- 10. The Contractor shall participate in a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services; participation in data sharing with other community and social organizations on program activities with client consent; and sharing aggregate and non-medical client data with the City and other City-funded partners.
- 11. The Contractor will submit Quarterly Reports which consist of three forms:

Part A includes aggregate results from agency data collection tools.

Part B is a narrative highlighting the connection to supportive resources, identification of barriers to serving the comprehensive needs of clients, and suggested solutions to address barriers to obtaining services.

Part C provides clients' demographics.

In conjunction with the submission of quarterly reports, the Contractor will meet with City staff monthly, or as determined necessary at the discretion of the Department of HHH, for ongoing technical assistance and review of the implementation of the program.

- 12. The Contractor shall be responsible for contractor-owned/leased vehicle maintenance.
- 13. When Chicanos Por La Casa utilizes the City shuttle, they will track and report mileage monthly to the City.
- 14. Comply with the City's request to update the agency's program profile as needed for the City website, applicable databases, and the 311 system.
- 15. Enter complete and accurate data daily (seven days a week) into the City's Shelter Bed Tracking System for daily operations. The Contractor will assign staff to conduct reporting and provide updates for contact information as needed to the City.
- 16. The Contractor agrees to participate in networking activities as designated by the City to include, but not be limited to, two networking meetings per program year.

- 17. When using a City vehicle, the Contractor must adhere to the City's Administrative Instruction NO: 4-5 City Vehicle Usage Policy, as applicable, including but not limited to the items described in Section D of this Exhibit and the items below:
 - i. City vehicles will be used exclusively to conduct official business pertaining to this Agreement.
 - ii. City vehicles are not to be used to conduct personal business.
 - iii. Individuals operating a City vehicle are required to have a valid driver's license and be in compliance with the City Operator Permit (COP) program policies and procedures.
 - iv. Individuals operating City vehicles are required to obey all traffic laws.
 - v. Any individual receiving a criminal or civil citation for violation of state or City motor vehicle statutes or ordinances shall be personally responsible for timely paying any assessed fine or penalty.
 - vi. City vehicles shall be parked overnight in their designated area and keys promptly returned to the designated location after each use. City vehicles are not to be taken home overnight by any individual.
 - vii. When a City vehicle is out for maintenance or is otherwise unavailable, the Contractor will make the appropriate arrangements to coordinate transportation services.

D. Related Service Functions:

- 1. The agency shall engage with and be responsive to neighborhood residents, businesses and property owners who are located near Gateway Women's Housing Navigation Center.
- 2. Gateway Women's Housing Navigation Center shall be kept maintained, cleaned and in good condition.
- 3. Public sidewalks and other rights of ways directly adjacent to Gateway Women's Housing Navigation Center shall be kept free of obstruction.

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #2: Expense Summary Form

1. Agency Name: CPLC NM, Inc.

| Expenditure Category Personnel Costs Salaries & Wages Payroll Taxes and Employee Benefits | \$ 1,815,808.00 \$ 625,330.50 | Requested | Requested |
|--|----------------------------------|-----------------|-----------|
| Salaries & Wages Payroll Taxes and Employee Benefits | | | |
| Payroll Taxes and Employee Benefits | | | |
| | ¢ 625 220 50 | \$ 1,815,808.00 | 100.00% |
| | \$ 023,330.30 | \$ 625,330.50 | 100.00% |
| Total Personnel Costs | | \$ 2,441,138.50 | |
| | | \$ - | |
| Operating Costs - Direct | | \$ - | |
| Contractual Services | \$ 440,000.00 | \$ 440,000.00 | 100.00% |
| Audit Costs | | \$ - | |
| Consumable Supplies | \$ 111,200.00 | \$ 111,200.00 | 100.00% |
| Telephone | \$ 13,920.00 | \$ 13,920.00 | 100.00% |
| Postage and Shipping | | \$ - | |
| Occupancy | | \$ - | |
| a. Rent | | \$ - | |
| b. Utilities | | \$ - | |
| c. Other | \$ 19,200.00 | \$ 19,200.00 | 100.00% |
| Equipment Lease/Purchase | \$ 12,000.00 | \$ 12,000.00 | 100.00% |
| Equipment Maintenance | | \$ - | |
| Printing & Publications | \$ 1,800.00 | \$ 1,800.00 | 100.00% |
| Travel | | \$ - | |
| a. Local Travel | | \$ - | |
| b. Out of Town Travel | | \$ - | |
| Conferences, Meetings, Etc. | \$ 10,000.00 | \$ 10,000.00 | 100.00% |
| Direct Assistance to Beneficiaries | \$ 127,250.00 | \$ 51,516.69 | 40.48% |
| Membership Dues | | \$ - | |
| Equipment, Land, Buildings | | \$ - | |
| Insurance | | \$ - | |
| Fuel and Vehicle Maintenance | | \$ - | |
| Total Operating Costs | \$ 735,370.00 | \$ 659,636.69 | 89.70% |
| • | | \$ - | |
| Total Direct Costs (Personnel & Operating) | \$ 3,176,508.50 | \$ 3,100,775.19 | 97.62% |
| | | \$ - | |
| Indirect Costs (16.1%; attach Rate Letter) | \$ 511,417.86 | \$ 499,224.80 | 97.62% |
| | | \$ - | |
| TOTAL PROGRAM EXPENSES | \$ 3,687,926.36 | \$ 3,599,999.99 | 97.62% |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #3: Revenue Summary Form

| 1. Agency Name: CPLC NM. Inc. | |
|--------------------------------|--|
| 11. Agency Name. Cr Le NW, me. | |

2. Project Title:

| Revenue Sources | Agency Total | % of Agency Budget | Program Total | % of Program Budget | |
|--|-----------------|-----------------------|-----------------|------------------------|--|
| Government Revenues | | | | | |
| Revenues from Federal Government (On separate lines, list each Federal Agency providing fees/funding and the amount of funding) | | | | | |
| Grants from Federal Government Agencies: | | | | | |
| U.S. Department of Health and Human Servies, Administration for Children and Families - CSBG | \$ 1,617,309.17 | 31.0% | \$ 87,926.37 | 2.4% | |
| Medicaid Reimbursements: | | 0.0% | | | |
| Other Federal Revenues: | | | | | |
| Subtotal Federal Agencies | \$ 1,617,309.17 | 31.0% | \$ 87,926.37 | 2.4% | |
| Revenues from State Government (On separate lines, list each State Agency providing fees/funding and the amount of funding) | | | | | |
| Grants from State Government Agencies: | | | | | |
| Other State Government Revenues: | | | | | |
| Subtotal State Agencies | \$ - | 0.0% | \$ - | 0.0% | |
| Revenues from County Government: | | | | | |
| Revenues from the City of Albuquerque (including this proposal or contract): (On separate lines, list each City-funded project and the amount of funding) | | | | | |
| This Request | \$ 3,600,000.00 | 69.0% | \$ 3,600,000.00 | 97.6% | |
| Other Municipal Government Revenues: | | | | | |
| Subtotal Local Government | \$ 3,600,000.00 | 69.0% | \$ 3,600,000.00 | 97.6% | |
| TOTAL GOVERNMENT REVENUES FROM ALL SOURCES | \$ 5,217,309.17 | 100.0% | \$ 3,687,926.37 | 100.0% | |
| Other Revenue: | | | | | |
| Contributions | | | | | |
| Other Revenue Subtotal Other Revenues | \$ - | 0.00/ | \$ - | 0.0% | |
| Subtotal Other Revenues | Φ - | 0.0% | Φ - | 0.0% | |
| TOTAL REVENUE FROM ALL SOURCES: | \$ 5,217,309.17 | 100.0% | \$ 3,687,926.37 | 100.0% | |

1. Agency Name: CPLC NM, Inc.

2. Project Title: Women's Housing Navigation Center

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

| 3. FTE on Program | Position Title | Salary for the Program | | | City Funding Requested | Percent Requested (Amount Requested / Salary to the Program) |
|-------------------------|-------------------------------|---------------------------|--------------|----|---------------------------|--|
| 1.00 | Operation Manager | \$ | 150,000.00 | \$ | 150,000.00 | 100.00% |
| 3.00 | Lead Support Specialist | \$ | 274,560.00 | \$ | 274,560.00 | 100.00% |
| 6.00 | Support Specialist | \$ | 499,200.00 | \$ | 499,200.00 | 100.00% |
| 3.60 | Support Specialist | \$ | 299,520.00 | \$ | 299,520.00 | 100.00% |
| 1.00 | Case Manager Lead/Intake Lead | \$ | 100,000.00 | \$ | 100,000.00 | 100.00% |
| 1.00 | Case Manager | \$ | 94,000.00 | \$ | 94,000.00 | 100.00% |
| 2.00 | Intake Specialist | \$ | 174,720.00 | \$ | 174,720.00 | 100.00% |
| 0.80 | Intake Specialist | \$ | 69,888.00 | \$ | 69,888.00 | 100.00% |
| 2.00 | Shuttle Driver | \$ | 153,920.00 | \$ | 153,920.00 | 100.00% |
| 4. Salaries | s & Wages | \$ | 1,815,808.00 | \$ | 1,815,808.00 | 100.00% |
| 5. Payroll | Taxes and Employee Benefits * | \$ | 625,330.50 | \$ | 625,330.50 | 100.00% |
| 6. Total P | ersonnel Costs | \$ | 2,441,138.50 | \$ | 2,441,138.50 | 100.00% |

7. * Payroll Taxes: FICA @ 6.20%; Unemployment Insurance @ 6.40%; Workers Comp @ 1.60% Employee Benefits: Health Insurance @16.18% Retirement @ 0.75% Other @ 3.30%

6.30% FICA

6.40% UI

1.60% WC

20.24% Benefits

34.54% Total

City of Albuquerque

Department of Health, Housing & Homelessness APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | | | |
|---|---------------|------------|----|---------------------------|----------|-----------------------|----------------------|
| Line Item and Basics (Non-Personnel) | Program Total | | | City Funding Requested | | ount Other Sources | Percent Requested |
| | Φ. | 110 000 00 | Φ. | 110 000 00 | . | | 100.000/ |
| Contractual Services | \$ | 440,000.00 | \$ | 440,000.00 | \$ | - | 100.00% |
| Linen/Laundry Services @ \$3,333.33 | | | | | | | |
| per month for 12 months) | \$ | 80,000.00 | \$ | 80,000.00 | \$ | - | 100.00% |
| Cleaning Services @ \$15,000 per | | | | | | | |
| month for 12 months) | \$ | 360,000.00 | \$ | 360,000.00 | \$ | - | 100.00% |
| | \$ | - | \$ | - | | | |
| Audit Costs | \$ | - | \$ | - | \$ | - | |
| | \$ | - | \$ | - | | | |
| | \$ | - | \$ | _ | | | |
| Consumable Supplies | \$ | 111,200.00 | \$ | 111,200.00 | \$ | - | 100.00% |
| Laptop & Accessories @ \$2,000 per | | | | | | | |
| FTE for 4 FTE | \$ | 16,000.00 | \$ | 16,000.00 | \$ | - | 100.00% |
| Tablets & Accessories @ \$1,000 per | | | | | | | |
| FTE for 3 FTE | \$ | 6,000.00 | \$ | 6,000.00 | \$ | - | 100.00% |
| Communications Infrastructure - IT | | | | | | | |
| @ \$5,000 | \$ | 10,000.00 | \$ | 10,000.00 | \$ | - | 100.00% |
| Office Supplies @\$1,000 per month | | | | | | | |
| for 12 months | \$ | 24,000.00 | \$ | 24,000.00 | \$ | _ | 100.00% |
| Cleaning Supplies @\$1,500 per | | , | | , | · | | |
| month for 12 months | \$ | 36,000.00 | \$ | 36,000.00 | \$ | _ | 100.00% |
| Over-the-counter (OTC) Medicines | Ť | , | | 2 0,000000 | _ | | |
| @\$1,500 per month for 12 months | \$ | 19,200.00 | \$ | 19,200.00 | \$ | _ | 100.00% |
| Telephone | \$ | 13,920.00 | \$ | 13,920.00 | \$ | _ | 100.00% |
| Cell Phones @ \$60 per month per | Ψ | 13,720.00 | ¥ | 13,720.00 | Ψ | | 100.0070 |
| FTE for 4 FTE for 12 months | \$ | 5,760.00 | \$ | 5,760.00 | \$ | _ | 100.00% |
| Basic Telephone @ \$340 per month | Ψ | 5,700.00 | Ψ | 2,700.00 | Ψ | - | 100.0070 |
| for 12 months | \$ | 8,160.00 | \$ | 8,160.00 | \$ | _ | 100.00% |
| Postage and Shipping | \$ | - | \$ | - | \$ | _ | 100.0070 |
| r compound outpling | \$ | _ | \$ | _ | Ψ | | |
| | \$ | _ | \$ | | | | |
| Occupancy | \$ | 19,200.00 | \$ | 19,200.00 | \$ | _ | 100.00% |
| a. Rent | \$ | - | \$ | - | Ψ | | 100.0070 |

City of Albuquerque Department of Health, Housing & Homelessness

APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: CPLC NM, Inc.

| Line Item and Basics (Non-Personnel) | Program Total | | City Funding Requested | | Amount Other Sources | | Percent Requested | |
|--|---------------|------------|---------------------------|-----------|-------------------------|-----------|----------------------|--|
| b. Utilities | \$ | - | \$ | - | | | | |
| c. Other | | | | | | | | |
| Internet Services @ \$800 per month | | | | | | | | |
| for 12 months | \$ | 19,200.00 | \$ | 19,200.00 | \$ | - | 100.00% | |
| | \$ | - | \$ | - | | | | |
| Equipment Lease/Purchase | \$ | 12,000.00 | \$ | 12,000.00 | \$ | - | 100.00% | |
| Copier Lease @ \$500 per month for | | | | | | | | |
| 12 months | \$ | 12,000.00 | \$ | 12,000.00 | \$ | - | 100.00% | |
| | \$ | - | \$ | - | | | | |
| Equipment Maintenance | \$ | - | \$ | - | \$ | - | | |
| | \$ | - | \$ | - | | | | |
| | \$ | - | \$ | - | | | | |
| Printing & Publications | \$ | 1,800.00 | \$ | 1,800.00 | \$ | - | 100.00% | |
| Staff Shirts @ \$30 for 30 units | \$ | 1,800.00 | \$ | 1,800.00 | \$ | - | 100.00% | |
| | \$ | - | \$ | - | | | | |
| Travel | \$ | • | \$ | - | | | | |
| a. Local Travel | \$ | - | \$ | - | | | | |
| b. Out of Town Travel | \$ | - | \$ | - | | | | |
| Conferences, Meetings, Etc. | \$ | 10,000.00 | \$ | 10,000.00 | \$ | - | 100.00% | |
| Training @ \$5,000 | \$ | 10,000.00 | \$ | 10,000.00 | | | 100.00% | |
| | \$ | - | \$ | - | | | | |
| Direct Assistance to Beneficiaries | \$ | 127,250.00 | \$ | 51,516.69 | \$ | 75,733.31 | 40.48% | |
| Essentials Kits @ \$360 per client for | | | | | | | | |
| 50 clients | \$ | 36,000.00 | \$ | 36,000.00 | \$ | - | 100.00% | |
| Food Assistance | \$ | 91,250.00 | \$ | 15,516.69 | \$ | 75,733.31 | 17.00% | |
| | \$ | · - | \$ | - | | Í | | |
| Membership Dues | \$ | - | \$ | - | \$ | - | | |
| • | \$ | - | \$ | - | | | | |
| | \$ | - | \$ | - | | | | |
| Equipment, Land, Buildings | \$ | - | \$ | - | \$ | - | | |
| , , | \$ | - | \$ | - | | | | |
| | \$ | - | \$ | - | | | | |
| Insurance | \$ | | \$ | - | \$ | _ | | |

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | | | | | |
|---|----|---------------|----|---------------------------|----|------------------------|----------------------|--|--|
| Line Item and Basics (Non-Personnel) | Pr | Program Total | | City Funding Requested | | nount Other Sources | Percent Requested | | |
| | \$ | - | \$ | - | | | | | |
| | \$ | - | \$ | - | | | | | |
| Fuel and Vehicle Maintenance | \$ | - | \$ | - | \$ | - | | | |
| | \$ | - | \$ | - | | | | | |
| | \$ | - | \$ | - | | | | | |
| Total Operating Costs | \$ | 735,370.00 | \$ | 659,636.69 | \$ | 75,733.31 | 89.70% | | |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

| 1. Agency Name: CPLC NM, Inc. | | | | | | | | |
|--|----------------------------------|------------------|--|--|--|--|--|--|
| | | | | | | | | |
| 2. Project Title: Women's Housing Navigation Center | | | | | | | | |
| 2. A | | | | | | | | |
| 3. Amount and percent of total requested funds on a quarterly basis: Amount to be | | | | | | | | |
| Quarter Ending | Requested | Percent of Total | | | | | | |
| September 30, 2023 | \$ 900,000.00 | 25.00% | | | | | | |
| December 31, 2023 | \$ 900,000.00 | 25.00% | | | | | | |
| March 31, 2024 | \$ 900,000.00 | 25.00% | | | | | | |
| June 30, 2024 | \$ 900,000.00 | 25.00% | | | | | | |
| Total | 3,600,000.00 | 100.00% | | | | | | |
| Explanation if any projected drawdowns exceed 25% of the total requested funds: N/A | | | | | | | | |
| 4. As applicable Daimburgament Data only | · amplicable to unit of a | errica contracta | | | | | | |
| 4. As applicable: Reimbursement Rate – only | | | | | | | | |
| Rate: | \$ per unit | unit of service | | | | | | |
| \$ per (hour, client, etc.) | | | | | | | | |
| Annual units: | | | | | | | | |
| <u>'</u> | | | | | | | | |
| 5. As applicable: Rate Justification — only app | plicable to <i>unit of servi</i> | ice contracts: | | | | | | |
| | | | | | | | | |

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and CPLC New Mexico, Inc., 2101 Mountain Rd., NW, Ste. A, Albuquerque, NM 87108, a Non-Profit. ("Contractor").

RECITALS

WHEREAS, the City issued a Request For Proposals for the Department of Health, Housing, & Homelessness, RFP-2025-650-EV, titled "Operators for Gateway Services" on January 16, 2025 with a close date of February 18, 2025 that encompassed Gateway Men's, Women's, Medical Sobering, Young Adults, Family and First Responder Receiving Area. Six (6) responses were received with a total of nine (9) offers. There were no offers for Gateway Women's and Gateway Family.

It was determined to rebid those two (2) immediately with no change to the published specification, in an effort to solicit further offerors. On March 3, 2025 RFP-2025-665-HHH-GB was released with a close date of March 24, 2025. There were 21 document takers that viewed the RFP but no responses were received.

WHEREAS, City Ordinance 5-5-10 B "Rejection of offers; No responsive offers received" states "If no responsive offers are received, then the Central Purchasing Office or CIP may purchase the required goods or services, with no change in the published specifications, in the open market at the best obtainable price. If the specifications are changed, or if so required by the Chief Procurement Officer or CIP Official, a purchase in the open market shall not be permitted and the competitive solicitation may be reissue."

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. <u>Scope of Services</u>. The Contractor shall perform the following services ("Services") in a satisfactory and proper manner, as determined by the City:

Provide shelter, case management, and housing navigation services at the Gateway Women's Housing Navigation Center, in accordance with the Scope of Services attached as Exhibit A.

2. <u>Time of Performance.</u> Services of the Contractor designated herein are to commence July 1, 2025, and shall automatically renew for two additional one-year periods, contingent on sufficient funding and appropriations, unless terminated pursuant to this Agreement.

Services shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the Services required hereunder shall be completed by June 30, 2028. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from July 1, 2025, through to the execution of this Agreement. Further, the parties explicitly agree that all of the terms and conditions of this Agreement, including but not limited to insurance requirements and indemnification, are applicable continuously commencing on July 1, 2025. Automatic renewal of this Agreement for subsequent years within the three-year term is expressly contingent upon the City's appropriation of funds for that particular year. Should City Council fail to provide sufficient appropriations or authorizations, or should there be insufficient funding allocated in the City's budget, the City may terminate the Agreement pursuant to the terms of this Agreement, and such termination shall not be considered an event of default.

3. Compensation and Method of Payment.

A. <u>Compensation.</u> For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount of ONE MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$1,650,000.00), per year, which payment is contingent upon the City's annual budget approval process and City Council appropriations, and which amount includes any applicable gross receipts taxes and shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services, per the "City Budgets" attached hereto and made a part hereof as Exhibit B.

B. <u>Method of Payment.</u>

- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at monthly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement shall be reimbursed. The City shall withhold reimbursement to the Contractor for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement.
- (2) All requisitions for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files.
- C. <u>Appropriations.</u> Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such an

event shall not constitute an event of default. All payment obligations of the City and all of its interests in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

- **D.** Responsibility to Monitor Contract. Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.
- 4. <u>Performance Monitoring</u>. The Contractor will from time to time provide assistance and information needed by City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.
- 5. <u>Independent Contractor.</u> Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

6. Personnel.

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.
- C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.
 - D. The Contractor shall have in its possession a documented set of personnel

policies and procedures, including fringe benefits, if any, available to the Contractor's employees, and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.

- E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.
- 7. <u>Indemnity.</u> The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.
- 8. <u>Insurance.</u> The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager Department of Finance and Administrative Services City of Albuquerque P.O. Box 470 Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all commercial general liability coverages required, the City shall be named as an additional insured, which shall be reflected on all certificates of insurance and endorsement documents. All coverages afforded shall be primary with respect to operations provided. The kinds and amounts of insurance required are set out below:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$11,000,000 Per Occurrence (or \$1,000,000 CGL and \$10.000,000

Umbrella)

| \$3,000,000 | Policy Aggregate |
|-------------|---|
| \$3,000,000 | Products Liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury |
| \$ 20,000 | Medical Payments |

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

- **B.** Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy of insurance must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment, both on and off work.
- C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico (the "Act"). If the Contractor has determined that the Contractor is not subject to the Act, the Contractor shall certify in a signed statement that the Contractor is not subject to the Act. The Contractor shall notify the City and comply with the Act if the Contractor becomes subject to the Act during the term of the Agreement.
- **D. Professional Liability.** (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

E. Cyber Liability Coverage. N/A

- **F. Sexual Abuse Molestation Coverage.** Sexual abuse molestation insurance in an amount not less than \$3,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$3,000,000.00.
- **G.** Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.
- 9. <u>Discrimination Prohibited, Civil Rights Compliance</u>. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973,

and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

- **ADA Compliance**. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.
- 11. <u>Conflict of Interest.</u> No officer, agent, or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child, or the financial interest of any business in which he or she has a direct or indirect financial interest.
- 12. <u>Interest of Contractor.</u> The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.
- 13. <u>No Collusion</u>. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.
- 14. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.
- **15.** Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

- A. The Contractor will provide to the City, quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting period, and shall be in accordance with City of Albuquerque reporting instructions.
- B. The Contractor will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.
- C. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.
- **16.** Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
- 17. <u>Public Records.</u> The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.
- 18. <u>Establishment and Maintenance of Records.</u> Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.
- At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.
- **20.** Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States

or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

- 21. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque, as amended, and understands that failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.
- **22.** <u>Changes.</u> The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.
- 23. <u>Assignability.</u> The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.
- **24.** Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- 25. <u>Termination for Convenience of City.</u> The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.
 - **26.** Construction and Severability. If any part of this Agreement is held to be invalid

or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

- **27. Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
- **28.** Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.
- **29.** Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.
- **30. Force Majeure.** The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.
- **32.** Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- **33. Approval Required.** This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

EXHIBIT A FY2026 SCOPE OF SERVICES CPLC NEW MEXICO, INC.: GATEWAY WOMEN'S HOUSING NAVIGATION CENTER - GF

A. Goals and Objectives:

- 1. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
- 2. To achieve the City of Albuquerque Goal Statement #2: The public is safe and secure, and shares responsibility for maintaining a safe environment.
- 3. To increase housing stability and Individual Resilience by supporting the exit of guests into permanent housing through trauma-informed care and by filling service gaps for people experiencing homelessness in our community.
- 4. To increase behavioral health stability by providing case management that connects participants to support services.

B. Scope of Services:

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this Agreement, for the purpose of providing Overnight Shelter and Housing Navigation Services at the Gateway Center, which includes:

- Gateway overnight beds for unsheltered individuals,
- Operational services,
- Case management,
- Related support services.

The Contractor shall, in coordination with the City, provide the following service activities:

Output 1: Conduct Daily Operations of the Gateway Shelter

Services shall include, but are not limited to:

- 1. Manage site operations on a 24/7 basis in a safe and respectful manner:
 - a. Provide oversight, coordination, and scheduling for facility operations.
 - b. Ensure staffing levels to provide intake and services to up to a maximum of 50 guests per night.
 - c. Conduct wellness checks of the guest quarters daily to ensure safe, respectful, and sanitary conditions are maintained.

- d. Ensure coordination and communication among internal CPLC New Mexico team members, including operations, case management, housing navigation, deescalation, and janitorial staff.
- e. Assemble and communicate daily census status of guests to the City and key partners.
- f. Coordinate meal counts and meal distribution with the City catering Contractor.
- g. Provide janitorial services, including communicating maintenance and/or pest mitigation needs through work orders to the City.
- h. Distribute and post schedules of service opportunities for easy access by guests and staff. Help guests register and send reminders to attend classes and workshops.
- i. Collaborate with the City's Health, Housing & Homelessness (HHH) Outreach/Volunteer Coordinator to organize volunteers to support activities.
- j. Collaborate with City staff and engagement center providers to involve guests in on-site tasks and resources available through the Engagement Center to build ownership and community.
- k. Hold twice-a-month town hall meetings with guests to hear concerns and ideas for new services. Notify the City of those dates and send minutes from the meetings to the City.
- 2. Conduct intake and manage tenancy of guests using the City's online HIPAA-compliant data system and required paper forms to maintain data records for each guest.
 - a. The Contractor will hold 50% of its referrals for clients referred from Gateway West. If the 50% referral threshold cannot be met with Gateway West clients, then the remaining referrals may be filled by other referring sources.
 - b. Coordinate with the City and community partners identified by the City to conduct an intake referral, screening, and tracking system to follow up with referrals.
 - c. Conduct intake interviews, provide orientation, communicate to guests their rights and responsibilities, timeline and requirements about retaining tenancy, and provide notifications about the time remaining for their stay.
 - d. Assign a case manager to 100% of guests upon intake and ensure a referral is received by collaborating team members assigned to support guests during their stay.
 - e. Conduct heat treatment of guest belongings to prevent pest infestation in accordance with specified policies.
 - f. Utilize the City's data system to enter and update data records for resident guests.
 - g. Guests will sign an agreement during intake notifying them of the rules as well as the requirement to meet regularly with a case manager. If a guest is unable to meet with the case manager within 30 days, staff will move toward discharging the guest. The agreement will also state that guests will attend meetings with other providers and actively work on items that will help them move to stable housing.

Outcome 1: 100% of guests will be assigned to a case manager upon intake and will have an Individual Service Plan (ISP) developed within the first two weeks of their stay.

Output 2: Provide Client-Centered and Trauma-Informed Case Management and Housing Navigation Services

The Contractor shall deliver case management and housing navigation services to all guests to support their connection to permanent housing, medical/behavioral health services, and other social support services.

- 1. The program must work collaboratively by accepting referrals from other organizations as identified and requested by the City.
- 2. Agencies will attend and participate in case conferencing as requested by the City.
- 3. Engage in frequent contact with guests to build rapport and a sense of connectedness while maintaining client confidentiality to build a foundation for effective progress and de-escalation when needed.
- 4. Meet with each guest and conduct an Assessment within 72 hours of intake, including:
 - a. Identifying missing documents to secure housing.
 - b. Documenting history of housing, employment, health, transportation, and public assistance.
 - c. Registering each guest into the New Mexico Coalition to End Homelessness's Coordinated Entry System (CES) and offering the VI-SPDAT to each guest.
 - d. Completed VI-SPDATs must be provided to the New Mexico Coalition to End Homelessness via the Coordinated Entry System (CES) within seven (7) business days of completion.
- 5. Develop an Individual Service Plan (ISP) that may include but is not limited to: obtaining necessary documents (ID, Social Security card, birth certificate, etc.) required for housing, medical/behavioral health referrals, employment, training, and income support.
 - a. Meet at least weekly with clients to monitor progress and augment the ISP and action steps.
 - b. Support and document effective connections to behavioral health, employment, and public assistance services as evidenced by reporting on the number of referrals resulting in service engagement.
 - c. Meet as often as needed throughout the guest's stay to support consistent progress towards established goals; in cases where the client does not attend established appointments, make at least three attempts per week to reschedule and document these attempts.
 - d. Update the ISP at minimum every month, providing updates on goal attainment.
 - e. Upon exit, case managers will document where the resident exited to if that information is available.
 - f. Support guests' success in maintaining tenancy through de-escalation, individual intervention plans, and/or support service referrals as necessary.
- C. Identify documents guests may need (birth certificates, identification cards, social security cards, etc.) for work or benefits, etc., and set up appointments for guests to obtain such documents. Use the City-assigned shuttle if other transportation is not available.

- D. Assist with housing applications for Section 8 and other appropriate housing options.
- E. Conduct weekly housing disposition meetings with an inter-agency collaborative team and report attendance to the City.
- F. Identify and report to the City on areas of improvement in the supportive housing system at the Gateway Center.
 - 1. Evaluate the existing case management process and develop strategies to systematically enhance this process while incorporating inclusive and equitable approaches.
 - 2. Work with the City on existing strategies and tactics to address and reduce revocation of services and self-exits, and report modifications and outcomes to the City by comparing the timeframe for presence/absence of defined strategies.
- G. Operate transportation (a shuttle or other form of transportation) as needed for people referred by agencies to get to the Gateway Center, including:
 - 1. Providing appropriately trained and licensed staff to operate designated transportation when needed.
 - 2. Using the shuttle at designated times for group trips from the Gateway Center to access important resources if other transportation options are not available.
 - 3. Encouraging clients to utilize transportation available to them (own vehicle, bus, medical, transportation) to attend important appointments (medical visits, housing search, employment search, benefits enrollment, etc.).

Outcome 2A: 90% of new intakes complete an assessment in the first 72 hours unless they exit during that time. Guests who leave during the first 72 hours and do not complete an assessment will not be counted negatively toward this percentage.

Outcome 2B: 70% of guests make progress on their ISP as indicated by at least one goal completed or measurable progress at each monthly review.

Outcome 2C: 70% of guests can be presented for a housing disposition. This includes having all applicable documents in place for an individual to obtain housing.

Outcome 2D: 50% of guests maintain or increase income upon exit as documented by paychecks, SSI documentation, or other sources of income.

Output 3: Track and Report on Exits to Stable Housing

Track and report the following:

- The number of guests who stay and exit into stable housing;
- The length of stay for all guests;
- The reason for exit for all guests;
- Where guests exited to, if that information is available.

C. Service Implementation and Reporting:

- 1. Provide sufficient staffing levels for team members to meet outputs and outcomes, develop rapport, connection, and a trusting relationship with guests, monitor safety, and minimize unnecessary discharges.
- 2. Conduct and maintain current and consistent staff training for each staff member within 30 days of hire and annually thereafter. Training shall include but not be limited to: deescalation strategies, motivational interviewing, life-saving techniques, trauma-informed care, cultural humility, Homeless Management Information System (HMIS), the City's data system (currently Caspio), and other associated processes.
- 3. Demonstrate respectful behavior with each guest and create a safe environment for cultural awareness and inclusion.
- 4. Participate in meetings with surrounding neighborhoods and concerned community members, including but not limited to the City-convened Transformative Neighborhood Planning Meetings.
- 5. Conduct data collection and compilation to support any City, State, or Federal evaluation efforts by providing requested information for services delivered. Maintain appropriate documentation and data that includes the following:
 - a. For all participants receiving services through this contract, enter complete, accurate, and timely data into HMIS according to existing HMIS standards, including entry and exit dates and where participants exited to if known. Program intake data is to be entered into HMIS within 72 hours of intake and exit data entered into HMIS within seven (7) business days of a participant's exit from the program.
 - b. For all participants receiving services through this contract, enter complete, accurate, and timely data into the City data system.
 - c. Capture basic demographic and individual identifiers to assist in assessing any gaps and/or services that guests may more appropriately benefit from.
 - d. Conduct exit interviews to document stories of guests' journeys from homelessness back to housing and share exit interviews with the City.
- 6. Ensure that incident reports are documented, and the documentation is maintained by the Contractor. Ensure each incident is addressed and mitigated, working with the City as necessary to resolve any issues. Ensure the City is notified within 24 hours of each incident, and incident reports are sent to designated City staff within the 24-hour timeframe. If revision of an incident report is needed, the revised report will be sent to the City within 24 hours of revision. Provide copies of all documentation of any incident or investigation of such incident, and all supporting documentation, upon request by the City.
- 7. An electronic manual of all policies and procedures will be provided to the City. The City will be notified and given copies of any updates. If any City and Contractor policies conflict, the Contractor and the City will work together to ensure consistency.

 a. To ensure that policies and procedures meet the standards of a City facility, the City Department of Health, Housing & Homelessness (HHH) will review, in consultation with other relevant City departments if any, to develop and update detailed policies,

procedures, protocols, and checklists for the daily operations of the Gateway Center. Policies and procedures shall integrate culturally sensitive content informed by entities that may include, but are not limited to, the Commission on American Indian and Alaskan Native Affairs.

- b. Comply with Title VI Civil Rights Act of 1964 and City of Albuquerque's R-21-231 to implement a language access plan for at minimum Spanish, Diné/Navajo, ASL, Vietnamese, and Mandarin.
- c. Coordinate with and promote feedback from service providers who are well trained and experienced with a focus on serving historically underserved populations, such as but not limited to: Native Americans, LGBTQ+, and minority female populations.
- 8. Utilize a continuous quality improvement system to track and evaluate program progress, identify gaps in program implementation, and implement action steps to improve program implementation. Communicate with City staff regarding program improvement initiatives and implementation.
- 9. The Contractor shall make every effort to bill Medicaid for eligible services to maximize services for non-Medicaid clients or non-Medicaid covered expenses as described in the section detailing the use of Program Income in the Administrative Requirements for Social Services Contracts Under the City of Albuquerque, as amended.
- 10. The Contractor shall participate in a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services; participation in data sharing with other community and social organizations on program activities with client consent; and sharing aggregate and non-medical client data with the City and other City-funded partners.
- 11. The Contractor will submit Quarterly Reports which consist of three forms:

Part A includes aggregate results from agency data collection tools.

Part B is a narrative highlighting the connection to supportive resources, identification of barriers to serving the comprehensive needs of clients, and suggested solutions to address barriers to obtaining services.

Part C provides clients' demographics.

In conjunction with the submission of quarterly reports, the Contractor will meet with City staff monthly, or as determined necessary at the discretion of the Department of HHH, for ongoing technical assistance and review of the implementation of the program.

- 12. The Contractor shall be responsible for contractor-owned/leased vehicle maintenance.
- 13. When Chicanos Por La Casa utilizes the City shuttle, they will track and report mileage monthly to the City.

- 14. Comply with the City's request to update the agency's program profile as needed for the City website, applicable databases, and the 311 system.
- 15. Enter complete and accurate data daily (seven days a week) into the City's Shelter Bed Tracking System for daily operations. The Contractor will assign staff to conduct reporting and provide updates for contact information as needed to the City.
- 16. The Contractor agrees to participate in networking activities as designated by the City to include, but not be limited to, two networking meetings per program year.
- 17. When using a City vehicle, the Contractor must adhere to the City's Administrative Instruction NO: 4-5 City Vehicle Usage Policy, as applicable, including but not limited to the items described in Section D of this Exhibit and the items below:
 - i. City vehicles will be used exclusively to conduct official business pertaining to this Agreement.
 - ii. City vehicles are not to be used to conduct personal business.
 - iii. Individuals operating a City vehicle are required to have a valid driver's license and be in compliance with the City Operator Permit (COP) program policies and procedures.
 - iv. Individuals operating City vehicles are required to obey all traffic laws.
 - v. Any individual receiving a criminal or civil citation for violation of state or City motor vehicle statutes or ordinances shall be personally responsible for timely paying any assessed fine or penalty.
 - vi. City vehicles shall be parked overnight in their designated area and keys promptly returned to the designated location after each use. City vehicles are not to be taken home overnight by any individual.
 - vii. When a City vehicle is out for maintenance or is otherwise unavailable, the Contractor will make the appropriate arrangements to coordinate transportation services.

D. Related Service Functions:

- 1. The agency shall engage with and be responsive to neighborhood residents, businesses and property owners who are located near Gateway Women's Housing Navigation Center.
- 2. Gateway Women's Housing Navigation Center shall be kept maintained, cleaned and in good condition.
- 3. Public sidewalks and other rights of ways directly adjacent to Gateway Women's Housing Navigation Center shall be kept free of obstruction.

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #2: Expense Summary Form

1. Agency Name: CPLC NM, Inc.

| Expenditure Category | | rogram Total | (| City Funding Requested | Percent Requested | |
|--|----|--------------|----|---------------------------|----------------------|--|
| Personnel Costs | | | | | | |
| Salaries & Wages | \$ | 637,070.00 | \$ | 637,070.00 | 100.00% | |
| Payroll Taxes and Employee Benefits | \$ | 236,543.00 | \$ | 236,543.00 | 100.00% | |
| Total Personnel Costs | \$ | 873,613.00 | \$ | 873,613.00 | 100.00% | |
| Operating Costs - Direct | | | | | | |
| Contractual Services | \$ | 298,400.00 | \$ | 298,400.00 | 100.00% | |
| Audit Costs | \$ | - | \$ | - | | |
| Consumable Supplies | \$ | 62,847.00 | \$ | 62,847.00 | 100.00% | |
| Telephone | \$ | 3,850.00 | \$ | 3,850.00 | 100.00% | |
| Postage and Shipping | \$ | - | \$ | - | | |
| Occupancy | | | | | | |
| a. Rent | \$ | - | \$ | - | | |
| b. Utilities | \$ | - | \$ | - | | |
| c. Other | \$ | 3,960.00 | \$ | 3,960.00 | 100.00% | |
| Equipment Lease/Purchase | \$ | 5,500.00 | \$ | 5,500.00 | 100.00% | |
| Equipment Maintenance | \$ | - | \$ | - | | |
| Printing & Publications | \$ | 350.00 | \$ | 350.00 | 100.00% | |
| Travel | | | | | | |
| a. Local Travel | \$ | - | \$ | - | | |
| b. Out of Town Travel | \$ | - | \$ | - | | |
| Conferences, Meetings, Etc. | \$ | 5,225.00 | \$ | 5,225.00 | 100.00% | |
| Direct Assistance to Beneficiaries | \$ | 165,000.00 | \$ | 165,000.00 | 100.00% | |
| Membership Dues | \$ | - | \$ | - | | |
| Equipment, Land, Buildings | \$ | - | \$ | - | | |
| Insurance | \$ | - | \$ | - | | |
| Fuel and Vehicle Maintenance | \$ | - | \$ | - | | |
| Total Operating Costs | \$ | 545,132.00 | \$ | 545,132.00 | 100.00% | |
| Total Direct Costs (Personnel & Operating) | \$ | 1,418,745.00 | \$ | 1,418,745.00 | 100.00% | |
| Indirect Costs (16.3%; attach Rate Letter) | \$ | 231,255.00 | \$ | 231,255.00 | 100.00% | |
| TOTAL PROGRAM EXPENSES | \$ | 1,650,000.00 | \$ | 1,650,000.00 | 100.00% | |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #3: Revenue Summary Form

1. Agency Name: CPLC NM, Inc.

| Revenue Sources | Agency Total | % of Agency Budget | Program Total | % of Program Budget |
|--|-----------------|-----------------------|--------------------------|---------------------|
| Government Revenues | | | | |
| Revenues from Federal Government (On separate lines, list each Federal Agency providing fees/funding and the amount of funding) | | | | |
| Grants from Federal Government Agencies: U.S. Department of Health and Human Servies, Administration for | \$ 1,617,309.17 | 18.9% | | 0.0% |
| Children and Families - CSBG | , , | | | |
| Medicaid Reimbursements: | | 0.0% | | |
| Other Federal Revenues: | | | | |
| Subtotal Federal Agencies | \$ 1,617,309.17 | 18.9% | \$ - | 0.0% |
| Revenues from State Government (On separate lines, list each State Agency providing fees/funding and the amount of funding) Grants from State Government Agencies: | | | | |
| Other State Government Revenues: | | | | |
| Subtotal State Agencies | \$ - | 0.0% | \$ - | 0.0% |
| Revenues from County Government: | | | | |
| Revenues from the City of Albuquerque (including this proposal | | | | |
| or contract): (On separate lines, list each City-funded project and the amount of funding) | | | | |
| Gateway West Shelter | \$ 4,962,406.92 | 58.0% | \$ 4,962,406.92 | 71.4% |
| Gateway West Shelter Supportive Services | \$ 233,333.00 | 2.7% | | 3.4% |
| Albuquerque Behavioral Health Housing Stability | \$ 100,000.00 | 1.2% | | 1.4% |
| Women's Housing Navigation Center Other Municipal Government Revenues: | \$ 1,650,000.00 | 19.3% | \$ 1,650,000.00 | 23.8% |
| Subtotal Local Government | \$ 6,945,739.92 | 81.1% | \$ 6,945,739.92 | 100.00/ |
| TOTAL GOVERNMENT REVENUES FROM ALL SOURCES | \$ 8,563,049.09 | 100.0% | | 100.0% |
| 10.112 GO / DAWNELLY ALL / ZHOLD I ROM ALL SOURCES | \$ 0,000,019.09 | 100.070 | \$ 0,7 10,107.7 <u>E</u> | 100.070 |
| Other Revenue: | | | | |
| Contributions | | | | |
| Other Revenue | | | | |
| Subtotal Other Revenues | \$ - | 0.0% | \$ - | 0.0% |
| TOTAL REVENUE FROM ALL SOURCES: | \$ 8,563,049.09 | 100.0% | \$ 6,945,739.92 | 100.0% |

1. Agency Name: CPLC NM, Inc.

2. Project Title: Women's Housing Navigation Center

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

| 3. FTE on Program | Position Title | llary for the Program | ity Funding Requested | Percent Requested (Amount Requested / Salary to the Program) |
|-------------------------|-----------------------------------|--------------------------|--------------------------|--|
| 0.25 | Supportive Housing Manager | \$ 18,750.00 | \$ 18,750.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,546.00 | \$ 41,546.00 | 100.00% |
| 1.00 | Housing Support Specialist | \$ 41,546.00 | \$ 41,546.00 | 100.00% |
| 1.00 | CPSW's | \$ 57,807.00 | \$ 57,807.00 | 100.00% |
| 1.00 | CPSW's | \$ 57,807.00 | \$ 57,807.00 | 100.00% |
| 0.50 | CPSW's | \$ 29,120.00 | \$ 29,120.00 | 100.00% |
| 1.00 | Job Developer/ Community Outreach | \$ 49,833.00 | \$ 49,833.00 | 100.00% |
| 1.00 | Job Developer/ Community Outreach | \$ 49,833.00 | \$ 49,833.00 | 100.00% |
| 1.00 | Intake Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Intake Specialist | \$ 41,547.00 | \$ 41,547.00 | 100.00% |
| 1.00 | Intake Specialist | \$ 41,546.00 | \$ 41,546.00 | 100.00% |
| | | | | |
| 4. Salaries | | \$ 637,070.00 | \$ 637,070.00 | 100.00% |
| | Taxes and Employee Benefits * | \$ 236,543.00 | \$ 236,543.00 | 100.00% |
| 6. Total P | ersonnel Costs | \$ 873,613.00 | \$ 873,613.00 | 100.00% |

7. * Payroll Taxes: FICA @ 6.20%; Unemployment Insurance @ 6.40%; Workers Comp @ 1.60% Employee Benefits: Health Insurance @16.18% Retirement @ 0.75% Other @ 3.30%

6.30% FICA

6.40% UI

1.60% WC

23.70% Benefits

38.00% Total

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | | | |
|---|---------------|---|---------------------------|---|-------------------------|---|----------------------|
| Line Item and Basics (Non-Personnel) | Program Total | | City Funding Requested | | Amount Other Sources | | Percent Requested |
| | | • | _ | • | | | 100.000/ |
| Contractual Services | \$ | 298,400.00 | \$ | 298,400.00 | \$ | - | 100.00% |
| Linen/Laundry Services @ \$1,200 per | | | | | | | |
| month for 11 months) | \$ | 13,200.00 | \$ | 13,200.00 | \$ | - | 100.00% |
| Cleaning Services @ \$15,000 per | | | | | | | |
| month for 11 months) | \$ | 165,000.00 | \$ | 165,000.00 | \$ | - | 100.00% |
| Security (1 FTE x \$40 x 8 hours for | | | | | | | |
| 335 days) | \$ | 107,200.00 | \$ | 107,200.00 | | | 100.00% |
| Temp Agency | \$ | 13,000.00 | \$ | 13,000.00 | | | 100.00% |
| Audit Costs | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | - | | | | | |
| Consumable Supplies | \$ | 62,847.00 | \$ | 62,847.00 | \$ | - | 100.00% |
| Laptop & Accessories @ \$1,500 per | | | | | | | |
| FTE for 5 FTE + 4 monitors @ \$550 | | | | | | | |
| 1 1E 101 5 1 1E + 4 monitors (a) \$550 | \$ | 9,700.00 | \$ | 9,700.00 | \$ | - | 100.00% |
| Office Supplies @\$1,004.27 per | | | | | | | |
| month for 11 months | \$ | 11,047.00 | \$ | 11,047.00 | \$ | - | 100.00% |
| Cleaning Supplies @\$1,500 per | | | | | | | |
| month for 11 months | \$ | 16,500.00 | \$ | 16,500.00 | \$ | - | 100.00% |
| First Aid Kit - Cintas \$800 a month x | | | | | | | |
| 11 months | \$ | 8,800.00 | \$ | 8,800.00 | | | |
| Over-the-counter (OTC) Medicines | | | | | | | |
| @\$1,500 per month for 11 months | \$ | 16,500.00 | \$ | 16,500.00 | \$ | - | 100.00% |
| MIHS | \$ | 300.00 | \$ | 300.00 | | | |
| Telephone | \$ | 3,850.00 | \$ | 3,850.00 | \$ | - | 100.00% |
| Cell Phones @ \$70 per month per | | | | | | | |
| FTE for 5 FTE for 11 months | \$ | 3,850.00 | \$ | 3,850.00 | \$ | - | 100.00% |
| Postage and Shipping | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | 2.060.00 | 6 | 2.060.00 | . | | 100.000/ |
| Occupancy | \$ | 3,960.00 | \$ | 3,960.00 | \$ | - | 100.00% |
| a. Rent | \$ | - | | | | | |

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | ı | | |
|--|---------------|------------------|---------------------------|--------------------|-------------------------|---|----------------------|
| Line Item and Basics (Non-Personnel) | Program Total | | City Funding Requested | | Amount Other Sources | | Percent Requested |
| b. Utilities | \$ | - | | | | | |
| c. Other | | | | | | | |
| Internet Services @ \$360 per month | | | | | | | |
| for 11 months | \$ | 3,960.00 | \$ | 3,960.00 | \$ | - | 100.00% |
| F | Ф | 5 500 00 | Ф | 5 500 00 | d. | | 100.000/ |
| Equipment Lease/Purchase | \$ | 5,500.00 | \$ | 5,500.00 | \$ | - | 100.00% |
| Copier Lease @ \$500 per month for | | 7 7 00 00 | Φ. | 7. 7. 00.00 | _ | | 100.000/ |
| 11 months | \$ | 5,500.00 | \$ | 5,500.00 | \$ | - | 100.00% |
| | \$ | - | Φ | | Ф | | |
| Equipment Maintenance | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| D: (O D II (| \$ | 250.00 | Φ | 250.00 | Φ | | 100.000/ |
| Printing & Publications | \$ | 350.00 | \$ | 350.00 | \$ | - | 100.00% |
| Staff Shirts @ \$30 for 30 units | \$ \$ | 350.00 | \$ | 350.00 | \$ | - | 100.00% |
| Travel | Ψ | _ | | | | | |
| a. Local Travel | \$ | - | | | | | |
| b. Out of Town Travel | \$ | - | | | | | |
| Conferences, Meetings, Etc. | \$ | 5,225.00 | \$ | 5,225.00 | \$ | - | 100.00% |
| Training @ \$5,225 | \$ | 5,225.00 | \$ | 5,225.00 | | | 100.00% |
| | \$ | - | | | | | |
| Direct Assistance to Beneficiaries | \$ | 165,000.00 | \$ | 165,000.00 | \$ | - | 100.00% |
| Essentials Kits for clients, bus passes, | | | | | | | |
| state ID documents, birth certificate | | | | | | | |
| document fee, gas cards, work | | | | | | | |
| clothes, airfare, an application fee to | | | | | | | |
| an apartment, deposits, and snacks for | | | | | | | |
| clients at \$165,000 for the year. | | | | | | | |
| The second secon | \$ | 165,000.00 | \$ | 165,000.00 | \$ | - | 100.00% |
| | \$ | - | | | | | |
| Membership Dues | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | - | | | | | |
| Equipment, Land, Buildings | \$ | - | \$ | - | \$ | - | |

1. Agency Name: CPLC NM, Inc.

| 3. Direct and Indirect Costs: | | | | | | | |
|---|----|-------------|----|---------------------------|----|------------------------|----------------------|
| Line Item and Basics (Non-Personnel) | Pr | ogram Total | | City Funding Requested | Aı | mount Other Sources | Percent Requested |
| | \$ | - | | | | | |
| | \$ | - | | | | | |
| Insurance | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | 1 | | | | | |
| Fuel and Vehicle Maintenance | \$ | - | \$ | - | \$ | - | |
| | \$ | - | | | | | |
| | \$ | - | | | | | |
| Total Operating Costs | \$ | 545,132.00 | \$ | 545,132.00 | \$ | - | 100.00% |

City of Albuquerque Department of Health, Housing & Homelessness APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

| 1. Agency Name: CPLC NM, Inc. | | | | | | | | |
|---|-------|--------------|------------------|--|--|--|--|--|
| | | | | | | | | |
| 2. Project Title: Women's Housing Navigation | on Ce | nter | | | | | | |
| 3. Amount and percent of total requested funds on a quarterly basis: | | | | | | | | |
| Amount to be | | | | | | | | |
| Quarter Ending | | Requested | Percent of Total | | | | | |
| September 30, 2023 | \$ | 412,500.00 | 25.00% | | | | | |
| December 31, 2023 | \$ | 412,500.00 | 25.00% | | | | | |
| March 31, 2024 | \$ | 412,500.00 | 25.00% | | | | | |
| June 30, 2024 | \$ | 412,500.00 | 25.00% | | | | | |
| Total | | 1,650,000.00 | 100.00% | | | | | |
| N/A | | | | | | | | |
| 4. As applicable: Reimbursement Rate – only applicable to <i>unit of service</i> contracts: | | | | | | | | |
| Rate: | | v | unit of service | | | | | |
| \$ per (hour, client, etc.) | | | | | | | | |
| Annual units: | _ | | | | | | | |
| | | | | | | | | |
| 5. As applicable: <u>Rate Justification – only applicable to <i>unit of service</i> contracts</u> : | | | | | | | | |
| | | | | | | | | |