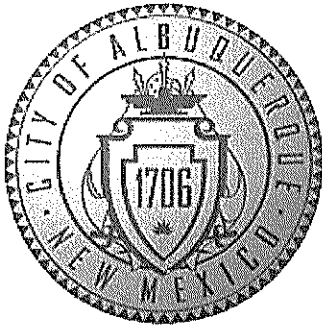


EC-24-194




Mayor Timothy M. Keller

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

INTER-OFFICE MEMORANDUM

July 24, 2024

TO: Dan Lewis, President, City Council

FROM: Timothy M. Keller, Mayor 

SUBJECT: Authorization of Social Service Agreement with Youth Development Inc. to Provide Violence Intervention & Prevention Services to youth/young adults

As a result of Request for Proposal RPF-2022-307 the Department of Health, Housing & Homelessness Division, is entering into a Social Services Agreement with Youth Development Inc. to provide Violence Intervention & Prevention Services to youth/young adults involved in gun violence or violent crimes in the amount of \$500,000.00 which is funded by Albuquerque Community Safety. This agreement will provide services to 60 youth/young adults who are high risk of engagement in the cycles of gun violence or violent crimes.

The Department of Health, Housing and Homelessness has established reimbursement policies. Youth Development Inc. will not exceed the total available funds approved in the FY-25 budget for the Albuquerque Against Violence program.

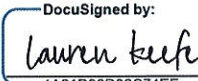
The Department of Health, Housing and Homelessness respectfully forwards this request to the Council for consideration and action.

Legislation Title: Authorization of Social Service Agreement with Youth Development Inc. to Provide Violence Intervention & Prevention Services to youth/young adults

Approved:


 8/12/24
Samantha Sengel, EdD Date
Chief Administrative Officer

Approved as to Legal Form:

 8/6/2024 | 12:50 PM MDT
DocuSigned by: 1A21D96D32C74EE... Date
City Attorney

Recommended:

DS
PP

 8/1/2024 | 12:05 PM MDT
DocuSigned by: F9703DF5A0D2454... Date
Gilbert Ramirez, Director
Dept. of Health, Housing and Homelessness

Cover Analysis

1. What is it?

This is an EC requesting Authorization of a social services agreement, selected through the Request for Proposals process, with Youth Development Inc. to provide Violence Intervention & Prevention services by staff with lived experience to youth/young adults 12 to 26 who are highest risk of engagement in the cycles of gun violence or violent crimes.

2. What will this piece of legislation do?

Authorize the agreement with Youth Development Inc.

3. Why is this project needed?

To intervene and prevent gun violence or violent crimes for 60 at risk Albuquerque youth/young adults.

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

Up to \$500,000 of the City General Fund has been budgeted for the project. Furthermore, the project is funded by Albuquerque Community Safety. The total amount reimbursed will not exceed the allocated FY-25 Budget line item.

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?

Sixty youth/young adults who are considered high risk will not receive violence intervention program services (VIP), specifically intervention/prevention of gun violence or violent crimes.

7. Is this service already provided by another entity?

There are no other programs currently providing VIP services to high-risk youth/young adults from staff with lived experience.

FISCAL IMPACT ANALYSIS

TITLE:

Authorization of Social Service Agreement
with Youth Development Inc. to Provide
Violence Intervention & Prevention Services to
youth/young adults

R:

O:

FUND: 110

DEPT: 1430000

☒

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	Fiscal Years 2026	2027	Total
Base Salary/Wages	-	-	-	-
Temporary Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	-	-	-	-
Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[X] Estimated revenues not affected	-	-	-	-
[] Estimated revenue impact	-	-	-	-
Amount of Grant	-	-	-	-
City Cash Match	-	-	-	-
City Inkind Match	-	-	-	-
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

COMMENTS: HHH Request Authorization of Social Service Agreement with Youth Development Inc. to provide Violence Intervention & Prevention Services to youth/young adults. HHH will be administrating this contract on behalf of ACS. ACS funding was appropriated in C/S R - 24-36, R-2024-036.

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

PREPARED BY:

DocuSigned by:

Jennifer Cano

7/31/2024 | 9:22 AM MDT

FISCAL MANAGER

APPROVED:

DocuSigned by:

Gilbert Ramirez

8/1/2024 | 12:05 PM MDT

DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

Haiyan Zhao

8/1/2024 | 1:11 PM MDT

EXECUTIVE BUDGET ANALYST

DocuSigned by:

Lawrence Davis

8/5/2024 | 6:41 PM MDT

BUDGET OFFICER (date)

DocuSigned by:

Christine Bourner

8/6/2024 | 12:37 PM MDT

CITY ECONOMIST

AGREEMENT

THIS AGREEMENT is made and entered into upon the final date of signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation (the "City"), and YOUTH DEVELOPMENT INC, 3411 Candelaria NE Suite J, Albuquerque, NM 87107, a Non-Profit (the "Contractor").

RECITALS

WHEREAS, the City has determined that it will provide basic social services to ensure that its residents are afforded access to basic services required to maintain a reasonable quality of life; and

WHEREAS, these services enhance the health, wellness, education and public safety of the City of Albuquerque; and

WHEREAS, the City has appropriated funds ("City Funds") for this purpose; and

WHEREAS, the City desires to engage the Contractor to render certain social services as described herein; and

WHEREAS, the Contractor represents that it has the expertise and resources necessary to render such social services; and

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

1. Goals and Objectives: The Contractor agrees to accomplish the goals and objectives set out in Exhibit A to this Agreement in a satisfactory and proper manner, as determined by the City and within the financial resources provided.
2. Scope of Services: The Contractor shall perform the services set out in Exhibit A ("Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided.
3. Time of Performance: Services of the Contractor designated herein are to commence October 1, 2024, and 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, 2025. The execution of this Agreement was delayed, causing a gap between October 1, 2024 and the date of execution of this Agreement. By signing this Agreement, the parties ratify all actions taken in accordance with the terms and conditions of this Agreement, from October 1, 2024 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 October 1, 2024.
4. Compensation and Method of Payment:

- A. Maximum Compensation: For performing the Services specified in Section 2 of this Agreement, the City agrees to pay the Contractor a total amount not to exceed FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), which amount includes any applicable gross receipts taxes and which amount 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. Method of Payment:
- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at no more than bi-weekly but no less than quarterly 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, and indicate "pay now."
 - (3) Checks issued by the Contractor to pay obligations incurred under this Agreement shall be made payable to the vendor for services or materials and not to cash.
 - (4) The funds received by the Contractor under this Agreement shall be spent by the Contractor within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Contractor funds have already been spent.
 - (5) The City and the Contractor specifically agree that although the default payment schedule for the City is "net 30," under this Agreement the Contractor will be "pay now." This Agreement authorizes that the process required for payment may begin upon receipt of the invoice by the City, rather than 30 days after the invoice date.
- C. Program Income: Program Income refers to the gross income earned by the Contractor from City-supported activities. Program Income shall be treated as described in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, Section 13.B. Accounting for Program Income, as amended.
- D. Responsibility to Monitor Contract: Contractor shall be 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.

5. Budget Revisions: The Contractor shall inform the City of any "line item" revisions to the City Budgets, within the Maximum Compensation shown in this Agreement and shall obtain the City's prior written approval of any budget line item change that represents at least Five Hundred Dollars (\$500) or five percent (5%) or more of the line item amount, whichever is greater, pursuant to the latest approved budget. Provided, however, that any budget revisions must be eligible expenditures under this Agreement.
6. Amendment to Agreement: Amendments to this Agreement shall be in writing and signed by both parties.
7. Fiscal Agent, Purchasing Agent, and Personnel Agent:
 - A. The Contractor shall serve as its own fiscal agent, purchasing agent, and personnel agent.
 - B. Contractor shall have and maintain financial policies and procedures, an accounting system, purchasing policies and procedures (including bid requirements) and personnel policies and procedures that adhere to generally accepted accounting and management standards and practices.
8. Performance Monitoring: 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.
9. Restrictions on Use of Funds:
 - A. Contractor must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.
 - B. The funds provided by this Agreement are primarily intended to provide the Services called for by this Agreement to low and moderate income residents, defined as residents having 80% or below of the median income of the Albuquerque Standard Metropolitan Statistical Area (SMSA).
10. Reversion of Assets: Upon the expiration of this Agreement, the Contractor shall transfer to the City any City Funds on hand at the time of expiration and any accounts receivable attributed to the use of City Funds. The Contractor shall ensure that any property that was acquired or improved in whole or in part with City Funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.

11. Appropriations: 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 un-appropriates 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 event shall not constitute an event of default. All payment obligations of the City and all of its interest 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.
12. Independent Contractor:
- A. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered to be an independent contractor at all times in the performance of the Scope of Services described herein.
 - B. 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.
 - C. The Contractor certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the Drug-Free Workplace Act of 1988 (P.L. 100-690), and shall require all providers of Services under this Agreement to comply with the workplace requirements of the Act.
13. Personnel:
- A. The Contractor represents that it has, or will secure, 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. Personnel salaries, benefits and other related costs may be paid for from City Funds as authorized in the City Budgets.
 - 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 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.
14. Indemnity: 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 the 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.
15. Insurance: The Contractor shall procure and maintain at its own expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by the Contractor or its agents. Before commencing the Services, and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:
- A. Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:
- \$1,000,000.00 Per Occurrence (or \$1,000,000 CGL and \$1,000,000 umbrella)
 - \$2,000,000.00 Policy Aggregate
 - \$1,000,000.00 Products Liability/Completed Operations
 - \$1,000,000.00 Personal and Advertising Injury
 - \$5,000.00 Medical Payments

Said 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. **Commercial Automobile Liability Insurance (“CAL”):** A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.
 - C. **Workers' Compensation Insurance:** Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor must have three (3) or more employees to trigger the Act's workers' compensation insurance requirement. Per the Act, this number includes the owner of the business.
 - D. **Professional Liability (Errors and Omissions) Insurance:** Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.
 - E. **Sexual Abuse Molestation Coverage:** Sexual abuse molestation insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor will be working with, or in physical or virtual contact with, children under the age of 18 or a compromised client base (deaf and hard of hearing, blind, senior and older adults, persons with mental disabilities, intellectual disabilities and/or have a developmental disability).
 - F. **Cyber Liability Coverage:** Cyber liability insurance in an amount not less than \$2,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the vendor/contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.
 - 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.
16. **Other Attachments:** The Contractor must have on file with the City current copies of:
- A. its certificate of nonprofit incorporation;

- B. the Contractor's articles of incorporation approved by the New Mexico Secretary of State Corporations Bureau;
 - C. a copy of the Contractor's corporate bylaws;
 - D. any license applicable to the Contractor's proposed activities;
 - E. a listing of the current governing board members;
 - F. a current organizational chart;
 - G. the Contractor's written personnel policies;
 - H. the Contractor's written accounting policies and procedures;
 - I. the Contractor's written procurement policies and procedures; and
 - J. a work plan which is based on the project narrative in Sections 1 and 2 of this Agreement and which specifies:
 - (1) the major tasks or activities to be performed under this Agreement;
 - (2) the measurable objectives for each task; and
 - (3) the time frame within which the tasks will be accomplished.
17. Representations in Proposal: The City has relied on all representations in the Contractor's proposal relevant to this Agreement in making its award, and the Contractor warrants the accuracy of all representations made by the Contractor in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Contractor shall owe all amounts paid to it as liquidated damages.
18. Notices, Addresses: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of this Agreement, regardless of whether personally received by the Contractor.

For the City, notices may be sent to:

Director, Department of Health, Housing & Homelessness
 P.O. Box 1293
 Albuquerque, NM 87103

or for hand delivery:

Director, Department of Health, Housing & Homelessness
 400 Marquette NW, 5th Floor, Room 504
 Albuquerque, NM 87102

For Contractor, notices may be sent to:

Concha Cordova
Vice-President Education, Employment & Training Division
YOUTH DEVELOPMENT INC
3411 Candelaria NE Suite J
Albuquerque, NM 87107

19. Required Assurances: During the performance of this Agreement, the Contractor agrees as follows:

A. Non-Discrimination; Americans with Disabilities Act:

- (1) 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, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women 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, the Pregnant Workers Fairness Act, 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.
- (2) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status.
- (3) In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, 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.

- (4) The Contractor shall ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Contractor's employees are assigned to work.
 - (5) The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual preference, sexual orientation, gender identity, age, national origin or ancestry, or physical or mental handicap or disability.
- B. Use of Funds for Sectarian Religious Purposes: The Contractor covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:
 - (1) there will be no religious test for admission for services;
 - (2) there will be no requirement for attendance at religious services;
 - (3) there will be no inquiry as to a client's religious preference or affiliation;
 - (4) there will be no proselytizing; and
 - (5) the Services provided will be essentially secular.
- C. Lobbying: The Contractor understands that utilization of any federally appropriated funds provided to the Contractor by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Contractor further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations. *See Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, for certifications and applicable rules.
- D. Accountability in Government: The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 *et seq.* ROA 1994 and Inspector General Ordinance, §2-17-1 *et seq.* ROA 1994.
- E. No Collusion: The Contractor covenants and warrants 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 covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations regarding the performance of this Agreement.

20. Reports and Information:

- A. At such times and in such forms as the City and/or the appropriate funding entity may require, there shall be furnished to the City of Albuquerque, such statements, records, data and information as the appropriate funding entity or the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning any work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.
 - B. 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 quarter, and shall be in accordance with City of Albuquerque reporting instructions.
 - C. 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.
 - D. 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.
21. 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.* ROA 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.
22. Active Board:
- A. The non-profit Contractor must document that its governing board is constituted in compliance with approved bylaws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
 - B. Project progress reports submitted by non-profit agencies must be approved and signed by the presiding officer of the board of directors. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency.
23. Debarment, Suspension, Ineligibility and Exclusion Compliance:
- A. 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.
 - B. 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.

24. Establishment and Maintenance of Records: Records shall be maintained in accordance with 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 five (5) years after the receipt of final payment under this Agreement.
25. Audits and Inspections:
- A. At any time during normal business hours and as often as the City and/or the appropriate funding entity may deem necessary, there shall be made available to the City for examination, all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City and/or the appropriate funding entity 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 relating to all matters covered by this Agreement.
 - B. Contractors who expend \$750,000 or more of federal funds during the year shall have an audit conducted, in compliance with 2 CFR 200, Subpart F – Audit Requirements, as applicable. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Contractors who receive \$25,000 or more in funding from the City, and do not fall under 2 CFR 200, Subpart F, shall have a financial statement audit conducted by an independent auditor in accordance with generally accepted government auditing standards.
26. 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.
27. Identification of Documents: All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of the City, month and year of the preparation, name of the Contractor and descriptive title.
28. Conflict of Interest: No member, officer, or employee of the Contractor, or any other person who exercises any functions or responsibilities with respect to the programs of the Contractor during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Contractor shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this Section.
29. 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.

30. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto.
31. Termination for Cause:
 - A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, including all Exhibits thereto, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. 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 its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
 - B. Notwithstanding the above, 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.
32. Termination without Cause by the City: The City may terminate this Agreement without cause at any time by giving at least forty-five (45) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.
33. 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; floods; 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.

34. 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.
35. Enforcement: The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.
36. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
37. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.
38. Forum Selection: Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a court located in Bernalillo County, New Mexico. The parties irrevocably submit themselves to and consent to the jurisdiction of such courts. The provisions of this Section shall survive the termination of this Agreement.
39. Ethics and Campaign Practices: The Contractor agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") or the City of Albuquerque's Inspector General with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Contractor's custody, are germane to an investigation authorized by the Board and are requested by the Board. The Contractor further agrees to appear as a witness before the Board as required by the Board in hearings concerning ethics or campaign practices charges heard by the Board. The Contractor agrees to require that all subcontractors or sub-consultants employed by the Contractor for any of the Services performed under the terms of this Agreement shall agree in writing to comply with the provisions of this Section. The Contractor and its sub-consultants or subcontractors shall not be compensated for its time or any costs it incurs in complying with the requirements of this Section.
40. Business Associate Agreement: The parties agree to comply with the terms and conditions

of the Business Associate Agreement, attached as Exhibit C to this Agreement.

41. 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.
42. 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

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: YOUTH DEVELOPMENT INC

Approved By: _____
Name: _____

Date: _____
Title: _____

CITY OF ALBUQUERQUE:

No additional directors

Name: _____

Date: _____
Title: _____

Name: _____

Date: _____
Title: _____

Name: _____

Date: _____
Title: _____

EXHIBIT A

FY2025 SCOPE OF SERVICES

Albuquerque Against Violence Program

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 increase Behavioral Health Stability, Increased individual and family resiliency, and Public Safety, by providing assertive outreach for recruitment and provide case management through service coordination, behavioral health services through cognitive behavioral therapy, trauma recovery and employment training to youth and young adults who are involved or at high risk of violence.

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 outreach and case management to youth/young adults ages 12-26 who are involved or at highest risk of engagement in the cycles of gun violence or violent crime.

1. **Output 1:** 60 unduplicated youth/young adults ages of 12 through 26, who are involved in gun violence or violent crimes, will be enrolled in the AAV program and receive a case management assessment. To be counted as a participant, the youth/young adult must have a case management assessment.
2. **Output 2:** 60 youth/young adult participants will have a developed life plan based on case management needs assessment.

Outcome 2: 75% of participants will have successfully completed their plan of care, or at least three goals, through the provision of long-term case management, as evidenced by life plan, case notes, and discharge summaries.

3. **Output 3:** 60 youth/young adult participants will receive up to 200 hundred hours Cognitive Behavioral Therapy.

Outcome 3: 75% of youth/young adults will demonstrate improvement in overall wellbeing and behavioral health as evidenced by CAFAS (12-18) and GAINS (19-26) which will be given at intake, 90-day updates and at exit.

4. **Output 4:** 60 youth/young adult participants will participate in trauma education awareness groups and activities.

Outcome 4: 70% of participants will complete Seeking Safety curriculum to address trauma, evidenced by sign in sheets, case notes, and participant service plan.

5. **Output 5:** 60 youth/young adult participants enrolled in program will receive employment training and be referred for employment.

Outcome 5: 75% of participants will complete employment training and be referred to paid internships or work experiences for employment placement as evidenced by case notes, work assessment, labor market worksheet, hire letter and/or check stubs.

C. Service Implementation and Reporting:

1. Receive referrals from ACS programs, APD, AFR APS, Young Adult Court and other entities as determined by ACS.
2. Services will be provided by staff with lived experience and will operate during nontraditional hours engaging the community and other agencies and organizations for collective impact.
3. The Contractor will design program in such a way as to achieve equitable service provision and equitable results among clients served. Contractor will report out on outcome rates on outcomes of interest among different race and ethnicity populations served, specifically Outcome 3. *For example, youth of color will remain in the program at the same rate as white youth remain in the program.*
4. The Contractor shall participate in the implementation of 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 consent of the clients served, and sharing aggregate and non-medical client data with the City and other City-funded partners.
5. The Contractor will submit Quarterly Reports which consists of three forms: Part A includes aggregate results from agency data collection tools. Part B is a narrative highlighting connection to supportive resources, identification of barriers to serve comprehensive needs of clients, and suggested solutions to address barriers to obtaining services. Part C provides clients demographics. In conjunction with submission of quarterly reports, the Contractor will meet with City staff monthly, or as determined necessary at the discretion of the Department of Health, Housing and Homelessness [or specific Division], for ongoing technical assistance and review of implementation of program.

City of Albuquerque
Department of Family and Community Services
APPENDIX #2: Expense Summary Form

1. Agency Name: Youth Development Inc.

2. Project Title: Albuquerque Against Violence

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages	\$ 280,400.00	\$ 280,400.00	100.00%
Payroll Taxes and Employee Benefits	\$ 84,104.00	\$ 84,104.00	100.00%
Total Personnel Costs	\$ 364,504.00	\$ 364,504.00	100.00%
Operating Costs - Direct			
Contractual Services	\$ 9,554.00	\$ 9,554.00	100.00%
Audit Costs	\$ -	\$ -	
Consumable Supplies	\$ 5,503.00	\$ 5,503.00	100.00%
Telephone	\$ 5,413.00	\$ 5,413.00	100.00%
Postage and Shipping	\$ -	\$ -	
Occupancy	\$ 44,093.00	\$ 44,093.00	100.00%
a. Rent	\$ 21,678.00	\$ 21,678.00	100.00%
b. Utilities	\$ 5,254.00	\$ 5,254.00	100.00%
c. Other	\$ 17,161.00	\$ 17,161.00	100.00%
Equipment Lease/Purchase	\$ 102.00	\$ 102.00	100.00%
Equipment Maintenance	\$ -	\$ -	
Printing & Publications	\$ -	\$ -	
Travel			
a. Local Travel	\$ 2,547.00	\$ 2,547.00	100.00%
b. Out of Town Travel			
Conferences, Meetings, Etc.	\$ -	\$ -	
Direct Assistance to Beneficiaries	\$ 2,077.00	\$ 2,077.00	100.00%
Membership Dues	\$ -	\$ -	
Equipment, Land, Buildings	\$ -	\$ -	
Insurance	\$ 763.00	\$ 763.00	100.00%
Fuel and Vehicle Maintenance	\$ 1,088.00	\$ 1,088.00	100.00%
Total Operating Costs	\$ 71,140.00	\$ 71,140.00	100.00%
Total Direct Costs (Personnel & Operating)	\$ 435,644.00	\$ 435,644.00	100.00%
Indirect Costs (11.3%; attach Rate Letter)	\$ 44,356.00	\$ 44,356.00	100.00%
TOTAL PROGRAM EXPENSES	\$ 480,000.00	\$ 480,000.00	100.00%

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

1. Agency Name: Youth Development Inc.

2. Project Title: Albuquerque Against Violence

Revenue Sources	Agency Total	% of Agency Budget	Program Total	% of Program Budget
Government Revenues				
Revenues from Federal Government <i>(On separate rows, list each Federal Agency providing fees/funding and the amount of funding)</i>				
Grants from Federal Government Agencies:				
	\$ 21,834,627.12	57.3%		
Medicaid Reimbursements:	\$ 1,300,000.00	3.4%		
Other Federal Revenues:				
Subtotal Federal Agencies	\$ 23,134,627.12	60.7%	\$ -	0.0%
Revenues from State Government <i>(On separate rows, list each State Agency providing fees/funding and the amount of funding)</i>				
Grants from State Government Agencies:				
	\$ 11,398,477.49	29.9%		
Other State Government Revenues: APS	\$ 151,298.00	0.4%		
Subtotal State Agencies	\$ 11,549,775.49	30.3%	\$ -	0.0%
Revenues from County Government:	\$ 1,245,885.00	3.3%		
Revenues from the City of Albuquerque (including this proposal or contract): <i>(On separate rows, list each City-funded project and the amount of funding)</i>				
	\$ -	0.0%	\$ 480,000.00	100.0%
Other Municipal Government Revenues:				
Subtotal Local Government	\$ 1,245,885.00	3.3%	\$ 480,000.00	100.0%
TOTAL GOVERNMENT REVENUES	\$ 35,930,287.61	94.3%	\$ 480,000.00	100.0%
Other Revenue:				
Contributions: Private	1,061,779.04	2.8%		
Other Revenue: Foundation	1,111,602.61	2.9%		
Subtotal Other Revenues	\$ 2,173,381.65	5.7%	\$ -	0.0%
TOTAL REVENUE FROM ALL SOURCES:	\$ 38,103,669.26	100.0%	\$ 480,000.00	100.0%

Revenue Sources	Agency Total
Government Revenues	
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>	
Grants from Federal Government Agencies:	
U.S Department of Agriculture (Food Reimbursement)	\$ 850,000.00
U.S Department of Interior (Petroglyph)	\$ -
U.S Department of Labor (WIOA Central)	\$ 2,206,594.00
U.S Department of Education (Adult Education)	\$ 115,942.00
U.S Department of Health and Human Services	
Casa Hermosa	\$ 250,000.00
Project Succeed	\$ 133,079.00
Head Start	\$ 16,918,902.00
American Rescue Act	\$ 1,110,110.12
Amistad	\$ 250,000.00
Medicaid Reimbursements: Medicaid/BCBS/BHSD	\$ 1,300,000.00
Other Federal Revenues:	
Subtotal Federal Agencies	\$ 23,134,627.12
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>	
Grants from State Government Agencies:	
After Care CYFD	\$ 294,881.27
NFP SOW - Support 25% of salaries	\$ 492,184.51
NMECED Pre-K Stabilization Grant	\$ 195,125.00
Early Childhood Systems Building Grant	\$ 134,856.00
Early Childhood Systems Building Grant (NEW)	\$ 60,000.00
ECECD Home Visitation	\$ 471,552.00
Pre-K Extended Day Program	\$ 958,528.00
ECECD Stabilization Award	\$ 1,974,990.50
NM Grown Grant Funding - Food	\$ 25,000.00

Hope Mentoring Program	\$ 50,000.00
Young Minds Mentoring Initiative	\$ 70,000.00
Adult Basic Education	\$ 90,376.00
ABE TANF	\$ 98,704.00
ABE IET	\$ 58,968.00
Transitional Living for Youth Adults (TLYA)	\$ 804,014.29
Crisis Stabilization: - Summer House	\$ 1,000,000.00
Summer House Facts	\$ 50,000.00
Community Based (Amistad State)	\$ 430,500.00
Amistad Care and Support	\$ 2,000.00
Amistad Vendor Payment	\$ 50,000.00
Teen Pregnancy Prevention	\$ 200,600.00
VIDA CACF (10/18 - 9/19)	\$ 125,000.00
Teen Court	\$ 35,000.00
Child Abuse Prevention	\$ 1,190,435.00
Differential Response Program:	\$ 975,000.00
Youth Value Added Services - Casa Hermosa	\$ 430,000.00
INFANT MENTAL HEALTH MEDICAID TRAINING	\$ 14,000.00
INFANT MENTAL HEALTH MEDICAID	\$ 105,000.00
Neutral Corner - AOC	\$ 322,380.00
Family Resource Center CR	\$ 289,382.92
SAFEHOUSE	\$ 400,000.00
Other State Government Revenues:	
APS Summer Agriculture	\$ 18,606.00
APS Near Peer	\$ 97,940.00
APS Summer Internship	\$ 34,752.00
Subtotal State Agencies	\$ 11,549,775.49
Revenues from County Government:	
Youth Transitional Living (Bern. County)	225,000.00
Courts for Sports	25,000.00
Community Engagement Team	465,885.00
DBHS ACE's	530,000.00
Subtotal County Agencies	\$ 1,245,885.00
Revenues from the City of Albuquerque (including this proposal or contract):	
<i>(On separate lines, list each City-funded project and the amount of funding)</i>	
Job Mentor - COA Pass Thru	\$ 191,700.00
Chances	\$ 333,932.00

Rapid Rehousing II	\$ 287,500.00
Dream Big/Kennedy Middle School	\$ 266,334.05
Project EVO	\$ 200,000.00
ABQ vs Violence	\$ 500,000.00
Other Municipal Government Revenues:	
Subtotal Local Government	\$ 3,025,351.05
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	\$ 37,709,753.66
Other Revenue:	
Contributions (Foundations)	\$ 1,111,602.61
Other Revenue (Private)	\$ 1,061,779.04
Subtotal Other Revenues	\$ 2,173,381.65
TOTAL REVENUE FROM ALL SOURCES:	\$ 39,883,135.31

City of Albuquerque
Department of Family and Community Services
APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Youth Development Inc.

2. Project Title: Albuquerque Against Violence

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Contractual Services	\$ 9,554.00	\$ 9,554.00	\$ -	100.00%
	\$ -			
365 Licensing, Spam Licensing, Hardware and Software support, Firewall Services, VPN license and support, Accoutning Software, and HR software	\$ 9,554.00	\$ 9,554.00		100.00%
Audit Costs	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Consumable Supplies	\$ 5,503.00	\$ 5,503.00	\$ -	100.00%
Office supplies to include copy paper, writing material, pens, markers, staplers, and desk accessories. Also includes drinking water for participants and employees, as there is an inadequate source of safe drinking water.	\$ 5,503.00	\$ 5,503.00		100.00%
Telephone	\$ 5,413.00	\$ 5,413.00	\$ -	100.00%
Cell phone usage fees, LAN line and internet services.	\$ 5,413.00	\$ 5,413.00		100.00%
	\$ -			
Postage and Shipping	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			

City of Albuquerque
Department of Family and Community Services
APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Youth Development Inc.

2. Project Title: Albuquerque Against Violence

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Occupancy	\$ 44,093.00	\$ 44,093.00		100.00%
a. Allocated rent space.	\$ 21,678.00	\$ 21,678.00		100.00%
b. Utilities -Gas and electric services.	\$ 5,254.00	\$ 5,254.00		100.00%
	\$ -	\$ -		
c. Other - Custodial services, security alarm system, and recycling services.	\$ 17,161.00	\$ 17,161.00		100.00%
Equipment Lease/Purchase	\$ 102.00	\$ 102.00	\$ -	100.00%
Allocated costs for lease of copy/scan/fax machines.	\$ 102.00	\$ 102.00		100.00%
	\$ -			
Equipment Maintenance	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Printing & Publications	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Travel	\$ 2,547.00	\$ 2,547.00		100.00%
Travel for FTE to attend meetings and to visit participants while using personal vehicles when YDI van is not available. Mileage reimbursement is based on the current rate of .67 cents per mile.	\$ 2,547.00	\$ 2,547.00		
Conferences, Meetings, Etc.	\$ -	\$ -	\$ -	
	\$ -			
Direct Assistance to Beneficiaries	\$ 2,077.00	\$ 2,077.00	\$ -	100.00%

City of Albuquerque
Department of Family and Community Services
APPENDIX #5 - Project Budget Detail Form - Operating Costs

1. Agency Name: Youth Development Inc.

2. Project Title: Albuquerque Against Violence

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
To provide incentives to participants who successfully complete major milestones while enrolled in the program per AAV Incentive Policy.	\$ 2,077.00	\$ 2,077.00		100.00%
	\$ -			
	\$ -			
Membership Dues	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Equipment, Land, Buildings	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Insurance	\$ 763.00	\$ 763.00	\$ -	100.00%
General Liability Insurance	\$ 763.00	\$ 763.00		100.00%
	\$ -			
Fuel and Vehicle Maintenance	\$ 1,088.00	\$ 1,088.00	\$ -	100.00%
Fuel and maintenance on YDI Van	\$ 1,088.00	\$ 1,088.00		100.00%
Total Operating Costs	\$ 71,140.00	\$ 71,140.00	\$ -	100.00%

City of Albuquerque
Department of Family and Community Services
APPENDIX #4 - Project Budget Detail Form - Personnel

1. Agency Name: Youth Development Inc.

2. Project Title: Albuquerque Against Violence

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

3. FTE on Program	Position Title	Salary for the Program	City Funding Requested
1.0000	Program Manager	\$ 46,471.00	\$ 46,471.00
1.0000	Peer Support Specialist	\$ 60,225.00	\$ 60,225.00
1.0000	Peer Support Specialist	\$ 52,416.00	\$ 52,416.00
1.0000	Peer Support Specialist	\$ 38,240.00	\$ 38,240.00
1.0000	Clinical Therapist	\$ 55,251.00	\$ 55,251.00
0.1700	Vice President	\$ 27,797.00	\$ 27,797.00
4. Salaries & Wages		\$ 280,400.00	\$ 280,400.00
5. Payroll Taxes and Employee Benefits *		\$ 84,104.00	\$ 84,104.00
6. Total Personnel Costs		\$ 364,504.00	\$ 364,504.00

7. * Payroll Taxes: FICA @ xx%; Unemployment Insurance @ xx%; Workers Comp @ xx%

Employee Benefits: Health Insurance @xx% Retirement @ xx%

Other @ xx%

7.65% FICA
1.06% UI
3.00% WC
12.30% Health Benefits
6.00% Retirement

30.01% Total

--

--

Expense Summary

Percent Requested <i>(Amount Requested / Salary to the Program)</i>
100.00%
100.00%
100.00%
100.00%
100.00%
100.00%
100.00%
100.00%
100.00%

City of Albuquerque
Department of Family and Community Services
APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

1. Agency Name: Youth Development Inc.

2. Project Title: Albuquerque Against Violence

3. Amount and percent of total requested funds on a quarterly basis:

Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2023	\$ 66,594.00	13.87%
December 31, 2023	\$ 51,967.00	10.83%
March 31, 2024	\$ 103,058.00	21.47%
June 30, 2024	\$ 150,150.00	31.28%
September 30, 2024	\$ 108,231.00	22.55%
Total	480,000.00	100.00%

Explanation if any projected drawdowns exceed 25% of the total requested funds:

4. As applicable: Reimbursement Rate – only applicable to unit of service contracts:

Rate:	\$ per unit	unit of service
\$ per (hour, client, etc.)		
Annual units:		

5. As applicable: Rate Justification – only applicable to unit of service contracts:

How to use the Excel forms with formulas

Begin with APP #5. Operating expenses will populate APP #2. Agency Name and Project Title will populate other tabs.

Complete APP #2 next. Personnel expenses will populate APP #2

If adding rows, ensure formulas are not affected -- especially sums.

Detailed instructions on each form can be found on tabs.

INSTRUCTIONS - APPENDIX #2: Expense Summary Form

Expenditures charged to Social Services category must conform to the FCS *Administrative Requirements*, be reasonable, be allowable and be allocable.

Personnel Costs

Salaries and Wages: A formula is embedded in the *Excel* worksheet to automatically enter the amounts from Appendix #4. Manual Calculation: Enter the amounts budgeted to pay salaries and wages for regular staff of the organization employed to carry out project-related activities.

Payroll and Benefits: A formula is embedded in the *Excel* worksheet to automatically enter the amounts from Appendix #4. Enter the amounts budgeted to pay payroll taxes, and employee benefits. Payroll taxes should include legally mandated payroll taxes for regular employees of the organization, including FICA and unemployment insurance tax. The amounts charged to the City must constitute an allocable

Total Personnel Costs: A formula is embedded in the *Excel* worksheet to automatically enter the sums of salaries, wages, payroll taxes, and employee benefits. Manual Calculation: provide a subtotal for Personnel

Operating Costs

Contractual Services: Enter the amount budgeted to pay the costs of services provided to the project through contractual agreements with organizations and individuals who are not regular employees, with the exception of the costs for conducting annual or special audits.

Audit Costs: Enter the amount budgeted to pay the costs of conducting annual or special audits of the organization. The amount budgeted to the City shall not exceed the proportion that the City contract revenue is of the total agency revenue budget.

Consumable Supplies: Enter the amount budgeted to pay the costs of supplies and equipment utilized by the project which have a price which does not exceed \$5,000 per unit.

Telephone: Enter the amount budgeted to pay for the costs of project telephone services, including installation, local service, and long-distance tolls.

Postage and Shipping: Enter the amount budgeted for project postage and shipping.

Occupancy

Rent: Enter the amount budgeted for space lease/rental costs allocable to the project.

Utilities: Enter the amount budgeted for the cost of project allocable electrical services, heating and cooling, sewer, water, and other utilities charged not otherwise included in rental or other charges for

Other: Enter the amount budgeted for other project allocable occupancy costs including the costs of security, janitorial services, elevator services, upkeep of grounds, leasehold improvements not exceeding \$5,000, and related occupancy costs not otherwise included in rental or other charges for space.

Equipment Lease: Enter the amounts budgeted for the purchase or lease of equipment allocable to the

Equipment Maintenance: Enter the amount budgeted to maintain or repair existing agency equipment utilized in a funded project that is allocable to the project.

Printing and Publications: Enter the amount budgeted for the purchase and/or reproduction of project-printed materials, including the cost of photo-reproduction that is allocable to the project.

Travel Costs

Local Travel: Enter the amount budgeted for the costs of project travel within Bernalillo County, including costs for mileage reimbursement and/or allocable operating and maintenance costs of agency owned or hired vehicles use to provide transportation to staff or clients within Bernalillo County that is

Out-of-Town Travel: Enter the amount budgeted for the costs of project travel outside of Bernalillo County, including costs for transportation, lodging, subsistence, and related expenses incurred by employees, board members, or clients who are in travel status on official business allocable to the project.

Conferences, Meetings, etc.: Enter the amount budgeted for the costs of registration and materials for staff, board, or clients' attendance at meetings and conferences allocable to the project or for the costs of meetings conducted by the agency in connection with that contract.

Direct Assistance to Beneficiaries: Enter the costs budgeted for the payment of participant wages and benefits, stipends, food, clothing, and other goods and services purchased directly on behalf of clients

Membership Dues: Enter the amount budgeted to pay the costs of dues paid by the agency on behalf of staff, board members, or the agency itself to professional organization related to the purposes of the

Equipment, Land, Buildings: Enter the amount budgeted for the purchase of equipment, land, and for the acquisition or construction of buildings allocable to the project, the cost of which exceeds \$5,000. Costs charged to Equipment, Land, Buildings, or renovation capital costs must conform to *Administrative*

Insurance: Enter the amount budgeted to pay the costs of insurance, including bonding, allocable to the

Fuel and Vehicle Maintenance: Enter the amount budgeted to pay for fuel and maintenance not covered under local travel, i.e. fuel for a bus.

Total Operating Costs: A formula is embedded in the *Excel* worksheet to sum the total. Manual calculation: Enter the sum of all line items under operating costs.

Total Direct Costs: A formula is embedded in the *Excel* worksheet to sum the Total Personnel Costs and Total Operating Costs. Manual calculation: Enter the sum of Total Personnel Costs and Total Operating

Indirect Costs: Enter the amounts budgeted to pay indirect costs for the project. Costs charged to Indirect must conform to *Administrative Requirements*. **As applicable, attach explanation of basis for each indirect cost or an approved cost rate letter from cognizant Federal agency.**

Total Program Expenses: A formula is embedded in the *Excel* worksheet to sum the total of Direct and Indirect Costs. Manual calculation: sum the Direct and Indirect Costs.

Percent Requested: A formula is embedded in the *Excel* worksheet to calculate the Percent Requested. Manual Calculation: Divide City Funding Request in Column C by Project Total in Column B for each individual row. Display as a percentage with one decimal point (e.g. 33.3%).

INSTRUCTIONS - APPENDIX #3: Revenue Summary Form

List each agency of government providing funding in the column "Revenue Source." Enter the anticipated revenues for the total agency budget and total program budget from each of the listed funding sources in the appropriate columns.

Insert lines as needed.

When inserting line items, check to ensure data from new lines were included in totals and percentages.

A formula is embedded in the *Excel* worksheet to calculate the "Percent of Agency Budget" and "Percent of Program Budget" subtotals and totals. Manual Calculation: Divide the Subtotals in the Agency Total Column by the Total in Total Revenue From All Sources; Divide the Subtotals in the Program Total Column by the Total in Total Revenue From All Sources. Display as a percentage with one decimal point (e.g., 33.3%).

Definitions:

Grants from Federal Government Agencies are funds paid to the agency as a recipient or sub-recipient by a unit of Federal government other than Medicaid.

[2 CFR Section 200.300 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.]

Medicaid Reimbursements are funds paid to the agency as a result of billing Medicaid for reimbursable expenses for services to eligible clients.

Other Federal Revenues are funds paid to the Agency by a unit of Federal government for goods or services provided as a contractor other than Grants or Medicaid.

Grants from State Government Agencies are funds paid to the agency as a recipient or sub-recipient by a unit of State government.

Other State Government Agencies are funds paid to the Agency by a unit of State government for goods or services provided as a contractor other than Grants.

Revenues from County Government are funds paid to the agency from a County.

Revenues from City of Albuquerque are funds paid to the agency from the City of Albuquerque. List each funded project (or contract) on a separate line. Include the request in this proposal on a separate line.

Total Revenues from Government Sources: Manual calculation is a subtotal of all federal, state and local funds.

Contributions means money income donated to the agency by any non-government sources.

Other Revenue means income to the agency from sources not falling into another category.
(Charitable foundation grants, loans, etc.)

Total Revenue From all Sources means the total of money revenue from all sources including public, private and foundation sources.

APPENDIX #4: Instructions for Project Budget Detail Form – Personnel

Section 1. Enter the name of the agency submitting the proposal.

Section 2. Enter the project title as shown on the Proposal Summary and Certification form.

Section 3. Detail each staff member included in Personnel Costs in the Expense Summary Form in APPENDIX #2. **Use one line per staff member working on the project. Add rows and use additional sheets as necessary.** The following illustration is provided for clarification purposes only.

Sample Illustration

FTE on Project	Position Title	Salary for the Project	Amount Requested From the City	Percent Requested (Amount Requested / Salary to the Project)
1.0	Case Manager	\$40,000	\$20,000	50%
This individual is dedicated full-time to this project, however their salary is covered 50% by the City and 50% by other funding sources.				
0.5	Case Manager	\$20,000	\$15,000	75%
This individual works full time but splits time 50/50 between this project and unrelated projects. Their salary is covered 75% by City funds and 25% by another funding source.				
0.5	Case Manager	\$20,000	\$20,000	100%
This individual works half time. They dedicate all their time to this project, and the agency seeks 100% coverage by City funds – no other funding sources.				

☐ In the column labeled “FTE on Project” list each individual staff working on the project, regardless of funding source (e.g., if an FTE will spend half time on this City-funded project, insert .50).

☐ In the column labeled “Position Title” give the title of each position working on this project.

☐ In the column labeled “Salary Dedicated to this Project” enter the salary amount dedicated to the project for each individual by multiplying the %FTE by total annual salary (a change from previous years’ forms that may have included multiple FTEs).

☐ In the column labeled “Amount Requested” enter the amount of funding requested from the City for each individual position.

□ In the column "Percent Requested" calculate as: Amount Requested / Salary on Project. Note: The Annual Salary dedicated to the project / % FTE should = Annual Salary for this position.

Section 4. Provide a sum of the columns for "Salary for the Project" and "Amount Requested" and calculate "Percent Requested" by dividing the sum of "Amount Requested" by the sum of "Annual Salary Dedicated to Project"

Section 5. Enter the total amount of payroll taxes and employee benefits for project salaries in the column labeled "Salary for the Project," the "Amount Requested" from the City, and the percent of the total to be charged to the City.

Section 6. Enter the sum of the lines 4 and 5 in the column's labeled "Salary for the Project," and "Amount Requested." Enter the percentage of the total amount requested from the City.

Section 7. Enter the percentage of salaries and wages charged to FICA, Unemployment Compensation, health insurance, retirement, and other employee benefits in Section 5.

Note: Each individual must be on a separate line. Should an individual's percentage of time change during the contract, a revised Project Budget Detail Form will be required.

INSTRUCTIONS - APPENDIX #5: Program Budget Detail Form – Operating Expenses

INSTRUCTIONS - APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule

The applicant must estimate the amount and percent of City funding it anticipates expending during each quarter of the fiscal year and the unit rate (if applicable).

Section 1. Enter the appropriate Quarter Ending dates (e.g., September 30, December 31, March 31, June 30).

Section 2. For each of the quarterly periods indicated, enter the amount of City funding the agency projects expending in the column headed "Amount to be Requested."

Section 3. In the column headed "Percent of Total," enter the percentage of all City funds projected to be expended during the quarter.

If the applicant anticipates expending more than 25% of the total requested from the City in any one quarter, provide a brief explanation of these expenditures in the space provided.

Section 4. As applicable, if reimbursement will be based on a unit rate, identify the per unit reimbursement rate for services to be provided, the unit basis (unduplicated client, hour, etc.) and the proposed number of annual units. Rate shall include any applicable taxes and shall constitute full and complete compensation for the successful applicant's services under this proposal.

If separate rates are required for services based on factors such as service location, service type or other factors, please provide a list of specific rates, one individual rate at a time, and explain in the Rate Justification section (5).

Section 5. As applicable, if a reimbursement will be based on a unit rate, provide a rate justification. The intent of the justification is to tie together the budget with program activities and outcomes. To accomplish this, applicants should identify the basis used in establishing the reimbursement rate in context of the proposed services. Include the rationale used in developing cost components noted on the required budget forms. Additionally, indicate how the proposed reimbursement rate is necessary and reasonable to accomplish the program proposed in the narrative.

Exhibit C

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the “**BAA**”) to the underlying agreement (the “**Underlying Agreement**”) between the Youth Development Inc, located at 3411 Candelaria Rd NE Ste. J, Albuquerque, NM 87107, listed on the signature page (“**Contractor**”), and the City of Albuquerque (“**City**”), located at 1 Civic Plaza NW, Albuquerque, NM 87102 is effective as of the effective date of the Underlying Agreement (the “**Effective Date**”). This BAA supplements and is made a part of any agreements between the City and Contractor involving the use or disclosure of Protected Health Information (“**PHI**”).

Under the Underlying Agreement, and depending upon the circumstances of the protected health information, as defined below, a party is receiving from, creating, maintaining, or transmitting on behalf of the other party certain data that would constitute “protected health information” within the meaning of the Standards for Privacy of Individually Identifiable Health Information (the “**Privacy Rule**”) the City may be either a Covered Entity (CE) or a Business Associate (BA), as such terms are defined within HIPAA, 45 CFR Parts 160 and 164. The terms of this BAA will apply to the City in its capacity as either a Covered Entity or Business Associate in the performance of its obligations and rights under the Underlying Agreement. The terms of this BAA will apply to the Contractor but only to the extent that the Contractor performs any action under the Underlying Agreement which makes it fall with the definitions of Covered Entity or Business Associate as those terms are defined within HIPAA, 45 CFR Parts 160 and 164.

WITNESSETH:

WHEREAS, the parties have entered into the Underlying Agreement, whereby the Contractor shall provide to the City, services associated with the underlying agreement; and

WHEREAS, as part of the Agreement the parties may exchange certain information pursuant to the terms of the Underlying Agreement, some of which may constitute PHI, as defined below; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein the parties hereto do covenant and agree as follows:

1. DEFINITIONS

The following terms used in this BAA shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Pub. L. No. 104-191: Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Required by Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use. Any other undefined term with a capital letter shall have the same meaning as such term in the HIPAA Rules (defined below in Section 1.3).

1.1. “**Breach**” shall mean any unauthorized acquisition, access, use or disclosure of protected health information (PHI) that does not meet one of the three exceptions, as described in 45 CFR

§164.402: (a) unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of BA or CE, made in good faith, and within the scope of authority and which does not result in further use or disclosure, (b) inadvertent disclosure from one authorized person to another within either CE or BA which does not result in further access or disclosure, or (3) disclosure of PHI where either CE or BA has a good faith belief that unauthorized person to whom disclosure was made would not reasonably have been able to retain the information.

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. Business Associate shall be referred to throughout this BAA as BA, and may be either the City or the Contractor depending on the circumstances.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. Covered Entity shall be referred to throughout this BAA as CE, and may be either the City or the Contractor depending on the circumstances.

1.2. **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 including the Health Information Technology for Economic and Clinical Health Act (**“HITECH Act”**) codified at 42 U.S.C. §§17921-7954 and the Final Omnibus Rule (78 Fed. Reg. 5566) (Final Rule) as in effect or as amended from time to time.

1.3. **“Protected Health Information”** or **“PHI”** shall have the meaning given to such term in 45 CFR §160.103 and shall include, without limitation, “Individually Identifiable Health Information,” defined by 45 CFR §160.103 as any information, whether oral or recorded in any form or medium, created or received by Business Associate from or on behalf of Covered Entity: (a) that relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual, and (b) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

2. **PURPOSE.** The Parties hereby agree that except as otherwise limited in this BAA, BA shall be permitted to use or disclose PHI provided or made available from CE to perform any function, activity or service for, or on behalf of, CE as specified in the Underlying Agreement.

3. **OBLIGATIONS OF BUSINESS ASSOCIATE.** BA covenants and agrees that it shall:

3.1. Not use or further disclose PHI other than as permitted or required under this BAA and the Underlying Agreement, or as required by law.

3.2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this BAA and the Underlying Agreement.

3.3. Maintain a written information security program consistent with HIPAA standards that includes administrative, technical, and physical safeguards to maintain the security of and prevent unauthorized access to Covered Entity’s PHI.

3.4. Conduct a security risk assessment in compliance with HIPAA and the HITECH Act.

3.5. Report to CE any use or disclosure of PHI not provided for by this BAA and the Underlying Agreement of which it becomes aware, including Breaches of unsecured PHI as required at 45 CFR §164.410, and any Security Incident of which it becomes aware as soon as possible and no later than within three business days of becoming aware of such Breach. Subsequent investigation shall include to the extent feasible, a prompt report to CE of the identification of each individual whose unsecured PHI has been, or is reasonably believed by BA to have been accessed, acquired, or disclosed during such Breach, and any other information that CE deems necessary to meet its breach notification obligations under HIPAA.

3.6. In the event of a Breach, BA shall in consultation with CE, mitigate to the extent practicable any harmful effect of such Breach that is known to BA.

3.7. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree to the same restrictions, conditions, and requirements that apply to it with respect to such information.

3.8. Make available PHI in a designated record set to CE or to an individual respondent as necessary to satisfy CE's obligations under 45 CFR §164.524.

3.9. Make any amendment(s) to PHI in a designated record set as directed or agreed to by CE pursuant to 45 CFR §164.526, or to an individual respondent as necessary or take other measures as necessary to satisfy its obligations under 45 CFR §164.526.

3.10 Maintain and make available the information required to provide an accounting of disclosures to CE or to an individual respondent as necessary to satisfy its obligations under 45 CFR §164.528.

3.11 To the extent CE is to carry out one or more of BA's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to its performance of such obligation(s).

3.12 Adopt and implement a policy and procedure for adhering to the HIPAA rules if BA performs marketing or fundraising services on behalf of CE and uses or discloses PHI in furtherance of those services, and shall remove the names of all Individuals who have expressly opted out of receiving future marketing or fundraising materials from BA on CE's behalf. If CE receives information of an Individual's request to opt out of future mailings, CE agrees to notify BA of such request as soon as reasonably practicable.

3.13 Make its internal practices, books, records and policies and procedures and documentation requirements relating to the use and disclosure of PHI received from, or created by, CE on behalf of BA available to the Department of Health and Human Services (DHHS), Office of Civil Rights (OCR) for purposes of determining compliance with the HIPAA Rules; and

3.14 In the event BA receives a valid order issued by a judicial, governmental or regulatory entity or mandate for release of PHI, BA shall be permitted to disclose such PHI after notifying CE of the request as soon as reasonably practicable. At the sole cost of CE, BA will provide

reasonable assistance to CE in seeking a protective order. BA shall, to the extent reasonably practicable, consult with CE prior to responding and shall advise CE of how it intends to respond as soon as such determination is made.

4. PERMITTED USES AND DISCLOSURES BY CE.

4.1 CE may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement, including for reporting on and evaluating the network or as required by law.

4.2 CE may use or disclose PHI as required by law.

4.3 CE agrees to make uses and disclosures and requests for PHI consistent with the minimum necessary standard set forth in 42 CFR §164.502(b). CE will consult with BA as necessary to determine what is the minimum necessary in any given situation.

4.4 CE may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by BA.

4.5 CE may use PHI in its possession to provide data aggregation services relating to the operations of BA, as provided for in 45 CFR §164.501.

4.6 CE may disclose PHI in its possession to third parties (subcontractors) for the purpose of its proper management and administration or to fulfill any of its present or future legal responsibilities provided that the disclosures are required by law or CE has entered into an agreement with subcontractor for the protection and use of PHI with substantially similar terms to this one.

4.7 CE may disclose PHI for treatment, payment, or health care operations, provided such disclosure is consistent with 42 CFR §164.506.

5. NOTIFICATION OF PRIVACY PRACTICES AND RESTRICTIONS.

5.1 CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his/her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.

5.2 CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by pursuant to 45 CFR §164.522, to the extent that such restriction may affect BA's use or disclosure of PHI.

6. TERMINATION. Notwithstanding any other provision under this BAA and pursuant to federal law, BA and CE agree that this BAA and the Underlying Agreement may be terminated without penalty with thirty (30) days written notice.

7. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS. CE or BA may terminate this BAA and the Underlying Agreement, effective immediately, if (a) CE or BA is named as a

defendant in a criminal proceeding for a violation of HIPAA or (b) a finding or stipulation that CE or BA has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which CE or BA has been named.

8. RETURN OR DESTRUCTION OF PHI. If upon termination, cancellation, or expiration of the Underlying Agreement, it will be infeasible to return or destroy any or all PHI, as it is needed to provide continuing care and services, or it is contained in another record which is required to be kept, the terms of this BAA shall extend to all such PHI and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible, namely providing continuing care and services, or other required functions. If returning the PHI to CE is not feasible, BA shall destroy any and all PHI maintained by BA in any form whatsoever, including any copies thereof, with the exception of historical data which must be maintained in order to provide continuity of service or other required function. Should the return or destruction of the PHI be determined by BA to not be feasible, the terms of this BAA shall extend to the PHI until otherwise indicated by CE, and any further use or disclosure of the PHI by BA shall be limited to that purpose which renders the return or destruction of the PHI infeasible. Destruction of PHI must be in accordance with HHS standards and processes for rendering PHI unusable, unreadable, or indecipherable to unauthorized individuals so that it is no longer Unsecured PHI. CE shall complete such return or destruction as promptly as possible, but not later than thirty (30) days after the effective date of termination, cancellation, or expiration of the Underlying Agreement. Within such thirty (30) days, CE shall certify in writing to BA that such return or destruction has been completed, will deliver to BA identification of PHI for which return or destruction is infeasible and, for that PHI, will certify that it will only use or disclose such PHI for those purposes that make return or destruction infeasible.

9. LIMITATION OF LIABILITY. Any liability incurred in connection with this BAA is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1 et seq., NMSA 1978, as amended.

10. NO THIRD-PARTY BENEFICIARIES. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

11. TERM. This BAA shall become effective on the Effective Date and shall expire when the entire PHI is destroyed or returned pursuant to Section 8 above. The Parties agree that Sections 2, 3, 4, 9 and 10 of this BAA shall survive the termination or expiration of this BAA. Either Party may terminate this BAA immediately in the event of (a) a material breach that cannot reasonably be cured within fourteen days, (b) repeated breaches of the same material obligation or (c) a breach that would expose the non-breaching Party to civil or criminal liability or would otherwise cause a violation of applicable laws, rules, regulations or accreditation standards applicable to the non-breaching Party.