

### **CITY OF ALBUQUERQUE**

### Albuquerque, New Mexico Office of the Mayor

Mayor Timothy M. Keller

#### INTER-OFFICE MEMORANDUM

January 15, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor

SUBJECT: Request Authorization of Social Service Agreement with Family Endeavors, Inc,

d/b/a Endeavors to Provide Recovery-Focused Services to Individuals Overcoming

Opioid Use Disorder and co-occurring Substance Use Disorder

The City of Albuquerque allows for the direct procurement for social services as specified in Social Services Contracts Procurement Section 5. Request for Proposals Process for Social Services. As such, the Department of Health, Housing and Homelessness issued Request for Proposal (RFP):*RFP-2025-645-HHH-RM*, *Gateway to Recovery Housing*, to secure an operator for the Gateway Recovery Community. As a result of this RFP, the Department of Health, Housing and Homelessness made an award to Family Endeavors, Inc., d/b/a Endeavors, and plans to enter into a Social Service Agreement with Endeavors, to operate the Gateway Recovery Community for up to fifty (50) single adult clients in early recovery who may have been discharged from treatment facilities or detention centers, are unhoused or precariously housed, and have an Opioid Use Disorder (OUD) and/or co-occurring Substance Use Disorder (SUD).

The RFP allowed for an agreement with a term of up to three years, with an annual allocation of up to \$2,700,000 for a potential three year total of up to \$8,100,000. Year 1 would be pro-rated for five months of service for a total of up to \$1,121,117, and for the time period of February 1, 2025 – June 30, 2025. The agreement will be funded by utilizing opioid funds appropriated by City Council to support the Department of Health, Housing, and Homelessness in implementing this project through Resolution R-24-29 and Enactment No. R-2024-25.

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

Legislation Title:

Request Authorization of Social Service Agreement with Family Endeavors, Inc., d/b/a Endeavors to Provide Recovery-Focused

Services to Individuals Overcoming Opioid Use Disorder and co-

occurring Substance Use Disorder

Approved:

Approved as to Legal Form:

-- DocuSigned by:

lauren keefe

1/26/2025 | 7:22 PM MST

Lauren Keefe

Date

City Attorney

PP

Recommended:

-DocuSigned by:

Gilbert Raminez

Samantha Sengel, EdD

Chief Administrative Officer

1/22/2025 | 10:41 AM MST

Gilbert Ramirez, Director

Date

Dept. of Health, Housing, & Homelessness

Attachments: RFP2025-645-HHH-RM, Gateway to Recovery Housing

Family Endeavors, Inc. dba Endeavors Proposal and Budget Score sheets for Family Endeavors, Inc. dba Endeavors

Letter of Recommendation to Family Endeavors, Inc. dba Endeavors

Resolution R24-29 and Enactment No. R-2024-25

FY2025 Social Service Agreement with Family Endeavors, Inc. dba Endeavors

C/S R -22-91

LG Abatement Fund 201

#### **Cover Analysis**

#### 1. What is it?

This is an EC to Request Authorization of Social Service Agreement with Family Endeavors, Inc., d/b/a Endeavors, to operate a Gateway Recovery Community for up to fifty (50) single adult clients in early recovery who may have been discharged from treatment facilities or detention centers, are unhoused or precariously housed, and have an Opioid Use Disorder (OUD) and co-occurring Substance Use Disorder (SUD).

#### 2. What will this piece of legislation do?

Authorize the agreement with Family Endeavors, Inc., d/b/a Endeavors.

#### 3. Why is this project needed?

To provide recovery-focused short term housing solutions including substance use services, support for housing stability, recovery, and overall well-being to fifty (50) individuals overcoming Opioid Use Disorder (OUD) and co-occurring Substance Use Disorder (SUD) at the Gateway Recovery Community.

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

Up to \$1,121,117 of Opioid Settlement Funds has been budgeted for the project for the first year of the Agreement. Funds for this project for Year 1 of the agreement were appropriated in Resolution R-24-29 and Enactment No. R-2024-25. The total amount of the project, over a three year period, will not exceed \$8,100,000.00

### 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 contract with Family Endeavors, Inc., d/b/a Endeavors, to provide the services described above.

#### 7. Is this service already provided by another entity?

There are other transitional recovery housing facilities in Albuquerque; however, these existing facilities are unable to keep up with the demand for this housing type.

#### FISCAL IMPACT ANALYSIS

| IIILE:                     |   | of Social Service Agreement with Family Endeavors, Inc, d/b/a |            |            |              |                      |        |              | R:<br>FUND: |   |  |
|----------------------------|---|---|------------|------------|--------------|----------------------|--------|--------------|-------------|---|--|
|                            | Endeavors to Provide Re<br>Disorder and co-occurring    |   |            |            | Individuals  | Overcoming Opioid    | Use    | DEPT:        |             |   |  |
| [×]                        | No measurable fiscal im appropriations.                 | pact is anti-   | cipated, i | .e., no im | ipact on fun | d balance over and   | l abov | e existing   |             |   |  |
| []                         | (If Applicable) The estim<br>legislation is as follows: | ated fiscal   | mpact (c   | lefined as | s impact ove | er and above existin | ng ap  | propriations | s) of this  |   |  |
|                            |   |   |            | Fi         | scal Years   |                      |        |              |             |   |  |
| Base Salary/Wages          | 3   | 20  | 25         |            | 2026         | 2027                 |        | То           | lal<br>-    |   |  |
| Fringe Benefits at         |   |   |            |            |              |                      |        |              | -           | _ |  |
| Subtotal Personnel         |   |   | -          |            | -            |                      | -      |              | -           |   |  |
| Operating Expense          | s   |   |            |            | •            |                      |        |              | -           |   |  |
| Property<br>Indirect Costs |   |   |            |            | •            |                      | -      |              | •           |   |  |
| mairect Costs              |   |   | -          |            | •            |                      | •      |              | •           |   |  |
| Total Expenses             |   | \$  | -          | \$         | -            | \$                   | -      | \$           | -           | _ |  |
| [X] Estimated reve         |   |   |            |            |              |                      |        |              |             | • |  |
| [] Estimated rever         | •   |   |            |            |              |                      |        |              |             |   |  |
|                            | Revenue from program  Amount of Grant                   |   |            |            |              |                      |        |              |             |   |  |
|                            | City Cash Match   |   |            |            |              |                      |        |              |             |   |  |
|                            | City Inkind Match                                       |   |            |            |              |                      |        |              |             |   |  |
|                            | City IDOH   |   |            |            |              |                      |        |              |             |   |  |
| Total Revenue              | -   | \$  | -          | \$         | +            | \$                   | -      | \$           | -           | - |  |
| These estimate             | s do <u>not</u> include any adjust                      | ment for in   | flation.   |            |              |                      |        |              |             | - |  |
| * Congo if not cool        | v guantifiable  |   |            |            |              |                      |        |              |             |   |  |

Number of Positions created

COMMENTS: To provide recovery-focused shelter services including support for housing stability, recovery, and overall well-being to fifty (50) individuals overcoming substance use disorder at the Recovery Micro Community. Funds for this project were appropriated in C/S R -22-91, LG Abatement Fund 201 and Resolution R24-29 and Enactment No. R-2024-25

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

| PREPAREI       | D BY:                   | APPROVED:                           |                        |                         |
|----------------|-------------------------|-------------------------------------|------------------------|-------------------------|
| anna M li      | .J                      | AM MST Gilbert Kamires              | 1/22/2025   10:41 AM M | ST                      |
| FISCALAN       | VALYST                  | DIRECTOR (d                         | ate)                   |                         |
| REVIEWE        | D BY:                   |                                     |                        |                         |
| DocuSigned by: |                         | DecuSigned by:                      | Signed by:             |                         |
| Haiyan Bhao    | 1/24/2025   1:42 PM MST | Donna Sandoval1/26/2025   3:41 PM 1 |                        | 1/26/2025   3:47 PM MST |
| EXECUTIV       | Æ BUDGET ANALYST        | BUDGET OFFICER (date)               | CITY ECONOMIST         |                         |

<sup>\*</sup> Range if not easily quantifiable.

#### **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 Family Endeavors, Inc. ("Endeavors") 6363 De Zavala Rd. San Antonio, Texas 78249-2103, a non-profit corporation (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 issued Request for Proposal *RFP-2025-645-HHH-RM*, *Gateway to Recovery Housing*, to secure an operator for the Gateway Recovery Community, and Endeavors was awarded the contract for these services; 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. <u>Goals and Objectives</u>: 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. <u>Scope of Services</u>: 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. <u>Time of Performance</u>: Services of the Contractor shall commence upon execution of the Agreement, and shall be completed by June 30, 2025, unless otherwise agreed to, in writing, by the parties in accordance with Section 6 of this Agreement. This Agreement may be extended, for up to a total of three years, depending on the availability of funds and the performance of the Contractor, as follows:

Year 1: Date of execution of the Agreement – June 30, 2025

Year 2: July 1, 2025 – June 30, 2026

#### 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 ONE MILLION, ONE HUNDRED TWENTY ONE THOUSAND, ONE HUNDRED SEVENTEEN and NO/100 DOLLARS (\$1,121,117.00) for Year 1 of the Agreement, 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. The total for the three year time period shall not exceed \$8,100,000, depending on performance and funding allocations.

#### 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 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, 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. <u>Budget Revisions</u>: The Contractor shall obtain the City's prior written approval for any "line item" revision, that is Five Hundred Dollars (\$500.00) or five (5%) or more of the line item amount, or whichever is greater, to the City Budgets, within the Maximum Compensation shown in this Agreement; provided, however, that any City Budget revision must be an allowable costs under this Agreement.
- 6. <u>Amendment to Agreement</u>: 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. <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.
- 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. <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 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 the parties of this Agreement. Such event <u>does</u> not constitute an event of default. All payment obligations of the City and all 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. <u>Independent Contractor</u>:

- 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 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. <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 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:

\$2,000,000.00 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. <u>Representations in Proposal</u>: 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. <u>Notices, Addresses</u>: 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:

Chip Fulghum
Chief Executive Officer
Family Endeavors Inc. Corporate Office
6363 De Zavala Rd.
San Antonio, Texas 78249

cc: Pamela Bethel Chief Legal Officer

- 19. <u>Required Assurances</u>: 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, monthly 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 monthly, 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. <u>Establishment and Maintenance of Records</u>: 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 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. <u>Publication, Reproduction and Use of Material</u>: 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. <u>Identification of Documents</u>: 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. <u>Conflict of Interest</u>: 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 subagreements, a provision prohibiting such interest pursuant to the purposes of this Section.

- 29. <u>Compliance with Laws</u>: 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. <u>Assignability</u>: 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. <u>Termination without Cause by the City</u>: 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. <u>Construction and Severability</u>: 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. <u>Enforcement</u>: 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. <u>Entire Agreement</u>: 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. <u>Applicable Law</u>: 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. <u>Forum Selection</u>: 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. <u>Ethics and Campaign Practices</u>: 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 subconsultants 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. <u>Business Associate Agreement:</u> The parties agree to comply with the terms and conditions of the Business Associate Agreement, attached as Exhibit C to this Agreement.
- 41. <u>Approval Required</u>: This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.
- 42. <u>Electronic Signatures:</u> 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.

| CONTRACT     | OR:                    |                 |  |
|--------------|------------------------|-----------------|--|
| Company:     | Family Endeavors, Inc. |                 |  |
| Approved By: |                        | Date:           |  |
| Name:        |                        | Title:          |  |
| CITY OF AI   | LBUQUERQUE:            |                 |  |
|              |                        | Date<br>:       |  |
| Name:        |                        | Titl<br>e:      |  |
|              |                        | Date<br>•       |  |
| Name:        |                        | ·<br>Titl<br>e: |  |
|              |                        | Date            |  |
|              |                        | <b>:</b><br>    |  |
| Name:        |                        | Titl<br>e:      |  |

#### **EXHIBIT A**

#### **FY2025 SCOPE OF SERVICES**

#### ENDEAVORS: GATEWAY RECOVERY MICRO COMMUNITY

#### 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 housing stability and enhance individual resilience by providing recovery-focused shelter services and comprehensive support aimed at fostering housing stability, recovery, and overall well-being. The program will accept clients with opioid use disorder (OUD) and co-occurring substance use disorder (SUD)/mental health (MH) conditions, in order to support client's recovery journey and housing stability.

#### B. Scope of Services:

The Contractor shall perform the following services in a manner satisfactory to the City, 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 housing and facilitating treatment for up to fifty (50) clients who are single adults, released or discharged from a treatment facility or detention center, or are similarly situated, unhoused, and have an OUD and/or any co-occurring SUD in early recovery. The Contractor will ensure clients can access health and wellness services to support their recovery such as, but not limited to, counseling, case management, peer support, wellness classes, and job support services. Contractor through assessment will link the client to outside treatment providers and other community partners to ensure the client needs are met.

**Output 1:** Operate the Gateway to Recovery Micro Community to provide recovery-focused shelter services and comprehensive support for unhoused single adults with an OUD and/or any co-occurring SUD in early recovery. Services shall include, but are not limited to:

Managing site operations on a 24/7 basis in a safe and respectful manner:

- a. Providing oversight, coordination, and scheduling for site safety and access monitoring.
- b. Conducting daily facility checks to ensure safe and sanitary conditions are maintained for clients.

- c. Coordination among all staff to support operational processes and recovery support services. Conduct weekly joint/multi-disciplinary staff meetings to ensure clients have multiple levels of support and the resources to successfully meet their goals.
- d. Assembling and communicating daily census of clients to designated City staff.
- e. Collaborate with the City's Department of Health, Housing, & Homelessness to organize volunteers and/or support activities when appropriate.
- f. Provide linkages for clients to community partners for ongoing OUD<sup>1</sup>, Medication Assisted Treatment (MAT), and SUD treatment services and other social needs.
- g. Provide daily essential support services to include meal counts, meal delivery and distribution; laundry; hygiene services; room checks; transportation; and security coordination.
- h. Hold twice monthly meetings with clients to foster community and to hear concerns and ideas for new services.
- i. Intake clients into the program at such a pace as to ensure continuity of services and community development, resulting in serving up to 20 clients by June 30, 2025 and 50 clients by October 1, 2025.

**Outcome 1A:** 100% of Gateway Recovery Micro Community clients will have daily contact with on-site staff to facilitate recovery, wellness, and safety, assessment and linkage to outside OUD/SUD treatment including MAT or TeleMAT providers.

**Outcome 1B:** Ensure 100% of clients receive daily support services essential to their health and recovery with continued assessment for social needs with linkages to community providers to support delivery.

**Output 2:** Develop and manage eligibility criteria, intake of clients, and discharge processes for clients in collaboration with the City.

- a. Develop policies and procedures, a client handbook outlining expectations and rules, safe living contracts, and a standard client agreement stating the client is voluntarily agreeing to be admitted to the program and participate in treatment.
- b. Review client documents with each client prior to admission and ensure there is a signed client agreement prior to admission into the program.
- c. Ensure there is a Release of Information (ROI) system in place for clients in the event authorization is required to share information with community partners and/or the City.
- d. Conduct intake interviews ensuring the client meets the agreed upon criteria for admission to the community, provide orientation, and communicate to clients their rights and responsibilities, timelines, and requirements to maintain placement.
- e. The intake process will include offering the VI-SPDAT and registration with the Coordinated Entry System, which is administered by the NM Coalition to End Homelessness.

17

<sup>&</sup>lt;sup>1</sup> **Opioid Use Disorder (OUD):** A medical condition characterized by the problematic pattern of opioid use leading to significant impairment or distress, as defined by the criteria outlined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-5). This includes physical dependence, cravings, unsuccessful efforts to reduce use, and continued use despite negative consequences.

- f. Utilize a City-approved, HIPAA-compliant data system to enter and update data records for clients. Ensure that record storage and sharing complies with all applicable legal requirements.
- g. Assess client's successful completion of goals upon discharge and whether the client is exiting into stable housing and/or a sustainable living situation.

**Outcome 2:** It is anticipated that 60% of clients will be successfully discharged from the program within six months.

Output 3: Track and report the scopes of the contract, including the following:

- a. The number of clients exiting, length of stay, and the number of clients exiting into stable housing.
- b. The reason for exit for all clients.
- c. Where clients were exited to, if that information is available.
- d. If client left due to violations of relapse or community rules, provider will attempt to navigate the client to a treatment program, Gateway West shelter or other appropriate linkage, and will document outcome.

**Output 4:** The Contractor will provide recovery-centered case management services to all clients sheltered at Gateway Recovery Micro Community to support their connection to permanent housing, medical/behavioral health services and other social support services. Ensure client linkages are available for MAT/TeleMAT for OUD/SUD and ongoing treatment with community providers is offered and encouraged.

**Outcome 4:** 100% of all clients will be assigned a Case Manager upon intake and will have an Individual Service Plan (ISP) developed within the first two weeks of their entrance into the program. The ISP will address OUD and any co-occurring SUD/MH, including MAT/TeleMAT, and/or outpatient treatment, including 12 step and other social recovery models.

**Output 5:** Assess and screen all clients for suicide risk, OUD treatment requirements (e.g., MAT or TeleMAT), co-occurring SUD/MH conditions, polysubstance use identification, urgent mental health needs, and other harm-related risks. Provide addiction therapy services, including daily individual and group therapy sessions and facilitation of AA/NA meetings. Linkages to community treatment providers must be included for ongoing OUD and polysubstance use recovery.

**Outcome 5A:** 100% of clients will have a treatment plan within 2 weeks of entrance into the program.

**Outcome 5B:** 90% of clients will attain at least one goal during monthly review of treatment plans.

#### C. Service Implementation and Reporting:

- 1. The Contractor shall hire qualified staff and maintain adequate staffing levels at all times to provide consistent, recovery-centered services for up to fifty (50) clients on a 24/7 basis. Site staff will include, but are not limited to: licensed clinicians; Peer Support Specialists; Certified Wellness Practitioners; Behavioral Health Case Managers; Intake Coordinators; and shelter support staff.
  - a. Peer Support Specialists will provide wellness recovery-assisted programming in individual and group formats to ensure clients are supported in their recovery goals and connections to outside treatment providers.
  - b. Case Managers, utilizing the needs assessments and individualized service and/or treatment plans, will connect clients to community services that support their needs and goals. These may include OUD treatment, polysubstance use treatment, life skills (job supportive services, anger management, conflict resolution), securing benefits, and housing.
  - c. Wellness Specialists will provide daily trauma-informed recovery groups, mindfulbased stress reduction training, nutritional education and support, physical fitness classes, and health assessments.
  - d. Licensed Mental Health Providers will complete mental health assessments and individualized treatment plans, provide daily group treatment to support recovery, reach goals and discharge, and individual sessions to address addiction and support the client's motivation for change.
- 2. The Contractor shall report monthly on the average staff-to-client ratio during both daytime and nighttime shifts and the average number of hours each client engages with staff per week (broken down by staff type, such as case managers or wellness practitioners).
  - a. Daytime staffing should maintain a **1:15 staff-to-client ratio** (1 staff member per 15 clients). This ensures that clients can access timely support and services.
  - b. For nighttime shifts, a **1:20 ratio** can be used due to decreased activity but should still provide enough staff to monitor the safety and needs of clients.
- 3. Provide training for all staff in trauma-informed care (TIC), Motivational Interviewing (MI), Mental Health First Aid, SMART Goals, OUD, Narcan Administration, CPR and First Aid, the Zero Suicide Initiative Framework, and crisis management to ensure that clients receive the highest standard and continuity of care.
- 4. Provide clinically managed low-intensity residential services consistent with ASAM Level 3.1. The American Society of Addiction Medicine (ASAM) Criteria is a comprehensive framework designed to assess and treat individuals with substance use disorders (SUD) and co-occurring conditions. Its primary goal is to provide individualized, patient-centered care by matching individuals to the appropriate level of care based on their clinical needs and recovery environment. To meet this service level the program will include individual and group counseling, peer support, recovery education, life skills training, and case management tailored to meet the unique needs of individuals with substance use disorders.

- a. The program shall maintain licensed clinical staff, certified peer support specialists, and wellness practitioners trained in trauma-informed care, motivational interviewing, and substance use disorder treatment.
- b. Services will focus on supporting clients through the stages of recovery, including stabilization, relapse prevention, and transition to permanent housing. Clients shall have access to individualized treatment plans and referrals to community resources for ongoing care.
- c. The facility will operate 24/7, providing a safe and structured recovery-oriented environment with access to meals, hygiene, and secure sleeping quarters.
- 5. The Contractor will also meet the **Substance Abuse and Mental Health Services Administration (SAMHSA)** definition of **Recovery Housing** as a supportive living environment that integrates abstinence-based housing with peer support and connections to recovery and health services. These programs focus on creating a stable and structured environment for individuals recovering from substance use disorders (SUD), including OUD.
  - a. Admission criteria will include individuals recovering from OUD and co-occurring substance use disorders who voluntarily commit to a recovery-focused living environment and adhere to house rules promoting abstinence and participation in recovery services.
  - b. The program shall maintain a multidisciplinary team of licensed clinicians, peer support specialists, and case managers trained in trauma-informed care and substance use disorder recovery, including OUD recovery.
  - c. Services will include individualized recovery plans, peer-led support groups, wellness and life skills training, job readiness, and referrals to community resources for health, housing, and employment.
- 6. Develop and maintain operational policies and procedures in coordination with the City.
- 7. Promote mental and physical health services, including trauma-informed care, crisis intervention, and mental health first aid.
- 8. Organize client wellness activities, incorporating both traditional and holistic health practices.
- 9. Enter complete and accurate data promptly in the Homeless Management Information System (HMIS) per existing HMIS standards.
- 10. Document and track the substance of choice per client identifier, and provide in monthly reports to the City.
- 11. Report the number of unduplicated clients served at the Gateway Recovery Micro-Community location during the term of the Agreement, including a weekly report that includes active clients, due every Monday by 8:00 am to the Department Director of Health, Housing, & Homelessness, or designee, and as requested by the City.

- 12. The Contractor agrees to research and apply to become an enrolled New Mexico Medicaid provider.
- 13. The Contractor shall make every effort to bill Medicaid for eligible services in order 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*. The Contractor must submit an application to become a New Mexico Medicaid provider within 6 months of the contract start date. Within 30 days of submission, the Contractor will provide the City with an update on the application status and any additional requirements. Within 12 months, the Contractor will report on their progress in billing Medicaid, including the number of claims submitted and revenue generated.
- 14. The Contractor will design the program in such a way as to achieve equitable service provision and equitable results among clients served. Contractor will report out on **Outcome 2** among different race and ethnicity populations served.
- 15. The Contractor shall participate in the implementation of a social services referral platform, currently Unite Us, including attending training and responding to referrals received through the platform. This includes 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.
- 16. The Contractor will submit Monthly Reports which consist 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 client demographics.
- 17. The Contractor will adhere to best practices and state and federal regulations when utilizing telehealth services when such services are in the best interest of the health of the client. The Contractor is responsible for remaining current with regard to requirements surrounding telehealth. General state requirements for telehealth can be found at <a href="https://www.hsd.state.nm.us/">https://www.hsd.state.nm.us/</a> and federal requirements at <a href="https://telehealth.hhs.gov/">https://telehealth.hhs.gov/</a>.
- 18. The Contractor shall abide by the current version of the Department of Health, Housing and Homelessness' *Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services*, as applicable.
- 19. Cooperate with any City, State, or Federal program data collection and evaluation efforts by providing the requested information for services delivered.

- 20. Comply with the City's request to update the agency's program profile, as needed, for the City's Homeless website and 311 system.
- 21. Participate in networking activities as designated by the City, including but not limited to two networking meetings per program year.
- 22. The Contractor will report monthly on community partnerships developed in order to refer clients for treatment of OUD/SUD, including MAT and TeleMAT providers.

#### **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 Recovery Micro Community.
- 2. Gateway Recovery Micro Community shall be kept maintained, cleaned and in good condition.
- 3. Public sidewalks and other rights of ways directly adjacent to Gateway Recovery Micro Community, shall be kept free of obstruction.

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

| 1. Agency Name: | Family Endeavors, Inc. |  |
|-----------------|------------------------|--|
|-----------------|------------------------|--|

2. Project Title: Contract Dates: Feb 1, 2025-June 30, 2025 Project Title: Gateway Recovery Micro Community

| Contract Dates: Feb 1, 2025-June 30, 2025  |          |              |    |              |           |  |
|--|----------|--------------|----|--------------|-----------|--|
| Expenditure Category                       | Pro      | ogram Total  |    | ity Funding  | Percent   |  |
|  |          |              |    | Requested    | Requested |  |
| Personnel Costs                            |          |              | _  |              |           |  |
| Salaries & Wages                           | \$       | 408,491.33   | \$ | 408,491.33   | 100.00%   |  |
| Payroll Taxes and Employee Benefits        | \$       | 114,377.57   | \$ | 114,377.57   | 100.00%   |  |
| Total Personnel Costs                      | \$       | 522,868.90   | \$ | 522,868.90   | 100.00%   |  |
| Operating Costs - Direct                   |          |              |    |              |           |  |
| Contractual Services                       | \$       | 145,600.00   | \$ | 145,600.00   | 100.00%   |  |
| Audit Costs                                | \$       | 143,000.00   | \$ | 143,000.00   | 100.0070  |  |
| Consumable Supplies                        | \$       | 301,624.17   | \$ | 301,624.17   | 100.00%   |  |
| Telephone                                  | \$       | 7,803.47     | \$ | 7,803.47     | 100.00%   |  |
| Postage and Shipping                       | \$       | 7,003.47     | \$ | 7,803.47     | 100.0070  |  |
| Occupancy                                  | φ        | -            | Φ  |              |           |  |
| a. Rent                                    | \$       | _            | \$ | -            |           |  |
| b. Utilities                               | \$       | 30,000.00    | \$ | 30,000.00    | 100.00%   |  |
| c. Other                                   | \$       | 50,000.00    | \$ | -            | 100.0070  |  |
| Equipment Lease/Purchase                   | \$       | 4,750.00     | \$ | 4,750.00     | 100.00%   |  |
| Equipment Maintenance                      | \$       | 250.00       | \$ | 250.00       | 100.00%   |  |
| Printing & Publications                    | \$       | -            | \$ | -            | 100.0070  |  |
| Travel                                     | Ψ        |              | Ψ  |              |           |  |
| a. Local Travel                            | \$       | _            | \$ | -            |           |  |
| b. Out of Town Travel                      | \$       | _            | \$ | _            |           |  |
| Conferences, Meetings, Etc.                | \$       |              | \$ | _            |           |  |
| Direct Assistance to Beneficiaries         | Ψ        |              | Ψ  |              |           |  |
| Membership Dues                            | \$       | _            | \$ | _            |           |  |
| Equipment, Land, Buildings                 | \$       |              | \$ | _            |           |  |
| Insurance                                  | \$       | 1,166.67     | \$ | 1,166.67     | 100.00%   |  |
| Fuel and Vehicle Maintenance               | \$       | 5,133.33     | \$ | 5,133.33     | 100.00%   |  |
| Total Operating Costs                      | \$       | 496,327.64   | \$ | 496,327.64   | 100.00%   |  |
|  |          |              |    |              |           |  |
| Total Direct Costs (Personnel & Operating) | \$       | 1,019,196.54 | \$ | 1,019,196.54 | 100.00%   |  |
| Indirect Costs ( 10%; attach Rate Letter)  | \$       | 101 010 65   | \$ | 101,919.65   | 100.00%   |  |
| mun ect Costs (10 %; attach Kate Letter)   | <b>3</b> | 101,919.65   | Þ  | 101,919.05   | 100.0076  |  |
| TOTAL PROGRAM EXPENSES                     | \$       | 1,121,116.20 | \$ | 1,121,116.20 | 100.00%   |  |

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

| Agency Name:      | Family Endeavors, Inc.           |  |
|-------------------|----------------------------------|--|
|                   |                                  |  |
| 2. Project Title: | Gateway Recovery Micro Community |  |

| Revenue Sources  |    | Agency Total   | % of Agency<br>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:                                     |    |                |                       |                 |                     |  |
| Office of Refugee Resettlement   | \$ | 483,546,201.00 | 90.0%                 |                 |                     |  |
| Veteran Affairs  | \$ | 9,545,567.00   | 1.8%                  |                 |                     |  |
| SAMSA (Substance Abuse Mental Health Services Admin)                         | \$ | 431,542.00     | 0.1%                  |                 |                     |  |
| Medicaid Reimbursements:   |    |                |                       |                 |                     |  |
| Other Federal Revenues:  |    |                |                       |                 |                     |  |
| Subtotal Federal Agencies  | \$ | 493,523,310.00 | 91.8%                 | \$ -            | 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:                                       |    |                |                       |                 |                     |  |
| State Disaster Case Management Awards  | \$ | 7,109,827.00   | 1.3%                  |                 |                     |  |
| Other State Government Revenues:   |    |                |                       |                 |                     |  |
| Territory of Puerto Rico   | \$ | 2,171,735.00   | 0.4%                  |                 |                     |  |
| State Level Homelessness   | \$ | 13,426,505.00  | 2.5%                  |                 |                     |  |
| Subtotal State Agencies  | \$ | 22,708,067.00  | 4.2%                  | \$ -            | 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 Recovery Micro Community   | \$ | 1,121,116.20   | 0.2%                  | \$ 1,121,116.20 | 100.0%              |  |
|  |    |                |                       |                 |                     |  |
| Other Municipal Government Revenues:   |    |                |                       |                 | 0.0%                |  |
| Subtotal Local Government  | \$ | 1,121,116.20   | 0.2%                  | \$ 1,121,116.20 | 100.0%              |  |
| TOTAL GOVERNMENT REVENUES FROM ALL SOURCES                                   | \$ | 517,352,493.20 | 96.2%                 | \$ 1,121,116.20 | 100.0%              |  |
| Other Revenue:   |    |                |                       |                 |                     |  |
| Contributions  |    |                |                       |                 |                     |  |
| Other Revenue (Staffing Contracts)   | \$ | 20,173,189.00  | 3.8%                  |                 |                     |  |
| Subtotal Other Revenues  | \$ | 20,173,189.00  | 3.8%                  | s -             | 0.0%                |  |
| Subtotal Other Revenues  | Φ  | 20,173,107.00  | 3.070                 | Ψ -             | 0.070               |  |
| TOTAL REVENUE FROM ALL SOURCES:  | \$ | 537,525,682.20 | 100.0%                | \$ 1,121,116.20 | 100.0%              |  |

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

| 1. Agency Name:   | Family Endeavors, Inc.           |
|-------------------|----------------------------------|
|                   |                                  |
| 2. Project Title: | Gateway Recovery Micro Community |

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<br>on<br>Program | Position Title                               | Sa | llary for the<br>Program | ity Funding<br>Requested | Percent Requested (Amount Requested / Salary to the Program) |
|-------------------------|--|----|--------------------------|--------------------------|--|
| 1.00                    | Shelter Manager                              | \$ | 39,000.00                | \$<br>39,000.00          | 100.00%  |
| 1.00                    | Admin Support                                | \$ | 17,333.33                | \$<br>17,333.33          | 100.00%  |
| 3.00                    | Unit/Shift Lead                              | \$ | 78,000.00                | \$<br>78,000.00          | 100.00%  |
| 3.00                    | Shelter Support (Slow Ramp up)               | \$ | 57,200.00                | \$<br>57,200.00          | 100.00%  |
| 1.00                    | Outreach Coordinator / Case Manager          | \$ | 22,533.33                | \$<br>22,533.33          | 100.00%  |
| 1.00                    | Peer Specialist                              | \$ | 21,666.67                | \$<br>21,666.67          | 100.00%  |
| 1.00                    | Clinical Supervisor                          | \$ | 37,266.67                | \$<br>37,266.67          | 100.00%  |
| 1.00                    | Wellness Specialist/Data Support (11 months) | \$ | 28,800.00                | \$<br>28,800.00          | 100.00%  |
| 1.00                    | Counseling/Clinical Staff (9 months)         | \$ | 21,333.33                | \$<br>21,333.33          | 100.00%  |
| 1.00                    | Intake/Data/Case Manager                     | \$ | 22,533.33                | \$<br>22,533.33          | 100.00%  |
| 1.00                    | Driver/Supply Inventory Coordination         | \$ | 19,066.67                | \$<br>19,066.67          | 100.00%  |
| 2.00                    | Custodian / Landscaper                       | \$ | 38,133.33                | \$<br>38,133.33          | 100.00%  |
| 0.1000                  | Regional Director                            | \$ | 5,624.67                 | \$<br>5,624.67           | 100.00%  |
| 4. Salaries             | s & Wages                                    | \$ | 408,491.33               | \$<br>408,491.33         | 100.00%  |
| 5. Payroll              | Taxes and Employee Benefits *                | \$ | 114,377.57               | \$<br>114,377.57         | 100.00%  |
| 6. Total Po             | ersonnel Costs                               | \$ | 522,868.90               | \$<br>522,868.90         | 100.00%  |

7. \* Payroll Taxes: FICA @ xx%; Unemployment Insurance @ xx%; Workers Comp @ xx% Employee Benefits: Health Insurance @xx% Retirement @ xx% Other @ xx%

7.65% FICA

0.70% UI

1.00% WC

18.65% Benefits

28.00% Total

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

| 1. Agency Name: | Family Endeavors, Inc. |  |
|-----------------|------------------------|--|
|                 |                        |  |

2. Project Title: Gateway Recovery Micro Community

| <b>Line Item and Basics</b>               | Pr | Program Total |           | City Funding |         | ount Other | Percent   |
|---|----|---------------|-----------|--------------|---------|------------|-----------|
| (Non-Personnel)                           | 11 | ogram Totar   | Requested |              | Sources |            | Requested |
|   |    |               |           |              |         |            |           |
| Contractual Services                      | \$ | 145,600.00    | \$        | 145,600.00   | \$      | -          | 100.00%   |
| Security                                  | \$ | 145,600.00    | \$        | 145,600.00   |         |            | 100.00%   |
|   | \$ | -             |           |              |         |            |           |
|   | \$ | -             |           |              |         |            |           |
| Audit Costs                               | \$ | -             | \$        | -            | \$      | -          |           |
|   | \$ | -             |           |              |         |            |           |
|   | \$ | -             |           |              |         |            |           |
| Consumable Supplies                       | \$ | 301,624.17    | \$        | 301,624.17   | \$      | -          | 100.00%   |
| Laundry (Cleaning)                        | \$ | 27,083.33     | \$        | 27,083.33    |         |            | 100.00%   |
| Hygiene Kits (weekly)                     | \$ | 1,041.67      | \$        | 1,041.67     |         |            | 100.00%   |
| Meals                                     | \$ | 227,916.67    | \$        | 227,916.67   |         |            | 100.00%   |
| IT Equipment                              | \$ | 7,500.00      | \$        | 7,500.00     |         |            | 100.00%   |
| Software                                  | \$ | 582.50        | \$        | 582.50       |         |            | 100.00%   |
| MD Software                               | \$ | 4,375.00      | \$        | 4,375.00     |         |            | 100.00%   |
| Admin Supplies                            | \$ | 21,125.00     | \$        | 21,125.00    |         |            | 100.00%   |
| Cleaning Supplies                         | \$ | 8,666.67      | \$        | 8,666.67     |         |            | 100.00%   |
| Therapeutic Books                         | \$ | 3,333.33      | \$        | 3,333.33     |         |            | 100.00%   |
| Telephone                                 | \$ | 7,803.47      | \$        | 7,803.47     | \$      | -          | 100.00%   |
| Cell Phone Service                        | \$ | 5,500.00      | \$        | 5,500.00     |         |            | 100.00%   |
| Internet                                  | \$ | 2,303.47      | \$        | 2,303.47     |         |            | 100.00%   |
| Postage and Shipping                      | \$ | -             | \$        | -            | \$      | -          |           |
|   | \$ | -             |           |              |         |            |           |
|   | \$ | -             |           |              |         |            |           |
| Occupancy                                 |    |               |           |              |         |            |           |
| a. Rent                                   | \$ | -             |           |              |         |            |           |
| b. Utilities                              | \$ | 30,000.00     | \$        | 30,000.00    |         |            | 100.00%   |
| c. Other                                  | \$ | -             |           |              |         |            |           |
| Equipment Lease/Purchase                  | \$ | 4,750.00      | \$        | 4,750.00     | \$      | -          | 100.00%   |
| Transport Vehicle (purchase, 5 year       | \$ | 3,500.00      | \$        | 3,500.00     |         |            | 100.00%   |
| Golf Cart (purchase, 5 year depreciation) | \$ | 1,250.00      | \$        | 1,250.00     |         |            | 100.00%   |
| <b>Equipment Maintenance</b>              | \$ | 250.00        | \$        | 250.00       | \$      | -          | 100.00%   |
| Golf Cart maintenance                     | \$ | 250.00        | \$        | 250.00       |         |            | 100.00%   |
|   | \$ | -             |           |              |         |            |           |

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

| 1. Agency Name: | Family Endeavors, Inc. |
|-----------------|------------------------|
|                 |                        |

| 2. Project Title: Gateway Recovery Micro Community |  |
|--|--|
|--|--|

| 3. Direct and Indirect Costs:                 |    |             |                           |            |         |            |           |
|---|----|-------------|---------------------------|------------|---------|------------|-----------|
| Line Item and Basics<br>(Non-Personnel)       |    | ogram Total | City Funding<br>Requested |            | Am      | ount Other | Percent   |
|   |    | ogram Totai |                           |            | Sources |            | Requested |
| Printing & Publications                       | \$ | -           | \$                        | -          | \$      | -          |           |
|   | \$ | -           |                           |            |         |            |           |
|   | \$ | -           |                           |            |         |            |           |
| Travel  |    |             |                           |            |         |            |           |
| a. Local Travel                               | \$ | -           |                           |            |         |            |           |
| b. Out of Town Travel                         | \$ | -           |                           |            |         |            |           |
| Conferences, Meetings, Etc.                   | \$ | -           | \$                        | -          | \$      | -          |           |
|   | \$ | -           |                           |            |         |            |           |
|   | \$ | -           |                           |            |         |            |           |
| Direct Assistance to Beneficiaries            | \$ | -           | \$                        | -          | \$      | -          |           |
| =   |    |             |                           |            |         |            |           |
| Rental assistance for 50 clients at \$700 per | \$ | -           |                           |            |         |            |           |
|   | \$ | -           |                           |            |         |            |           |
|   | \$ | -           |                           |            |         |            |           |
| Membership Dues                               | \$ | -           | \$                        | -          | \$      | -          |           |
| •   | \$ | -           |                           |            |         |            |           |
|   | \$ | -           |                           |            |         |            |           |
| Equipment, Land, Buildings                    | \$ | -           | \$                        | -          | \$      | -          |           |
|   | \$ | -           |                           |            |         |            |           |
|   | \$ | -           |                           |            |         |            |           |
| Insurance                                     | \$ | 1,166.67    | \$                        | 1,166.67   | \$      | -          | 100.00%   |
| Vehicle insurance                             | \$ | 1,166.67    | \$                        | 1,166.67   |         |            | 100.00%   |
|   | \$ | -           | •                         | ,          |         |            |           |
| Fuel and Vehicle Maintenance                  | \$ | 5,133.33    | \$                        | 5,133.33   | \$      | -          | 100.00%   |
| Gas   | \$ | 4,065.83    | \$                        | 4,065.83   |         |            | 100.00%   |
| Transport Vehicle Maintenance                 | \$ | 1,041.67    | \$                        | 1,041.67   |         |            | 100.00%   |
| Registration                                  | \$ | 25.83       | \$                        | 25.83      |         |            | 100.00%   |
|   | \$ | -           | *                         | 20.00      |         |            |           |
|   | \$ | _           |                           |            |         |            |           |
| <b>Total Operating Costs</b>                  | \$ | 496,327.64  | \$                        | 496,327.64 | \$      | -          | 100.00%   |

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

| 1. Agency Name:   | Family Endeavors, Inc.           |                        |                  |  |  |  |  |  |
|---|----------------------------------|------------------------|------------------|--|--|--|--|--|
| 1. Tigolicy Ivalie.   | 1 dillily                        | Lineca vois, in        |                  |  |  |  |  |  |
| 2. Project Title:   | Gateway Recovery Micro Community |                        |                  |  |  |  |  |  |
|   |                                  |                        |                  |  |  |  |  |  |
| 3. Amount and percent of total requested funds on a quarterly basis:  |                                  |                        |                  |  |  |  |  |  |
| Quarter Ending  |                                  | ount to be<br>equested | Percent of Total |  |  |  |  |  |
| September 30, 2024  |                                  |                        | 0.00%            |  |  |  |  |  |
| December 31, 2024   |                                  |                        | 0.00%            |  |  |  |  |  |
| March 31, 2025  | \$                               | 560,558.10             | 50.00%           |  |  |  |  |  |
| June 30, 2025   | \$                               | 560,558.10             | 50.00%           |  |  |  |  |  |
| Total   |                                  | 1,121,116.20           | 100.00%          |  |  |  |  |  |
| Explanation if any projected drawdowns exceed 25% of the total requested funds:  This contract is for 8 months. |                                  |                        |                  |  |  |  |  |  |
| 4. As applicable: Reimbursement Rate – only applicable to <i>unit of service</i> contracts:                     |                                  |                        |                  |  |  |  |  |  |
| Rate:   | \$ per unit unit of service      |                        |                  |  |  |  |  |  |
| \$ per (hour, client, etc.)   |                                  |                        |                  |  |  |  |  |  |
| Annual units:   |                                  |                        |                  |  |  |  |  |  |
|   |                                  |                        |                  |  |  |  |  |  |
| 5. As applicable: Rate Justification – only applicable to <i>unit of service</i> contracts:                     |                                  |                        |                  |  |  |  |  |  |
|   |                                  |                        |                  |  |  |  |  |  |

#### Exhibit C

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

**THIS HIPAA BUSINESS ASSOCIATE AGREEMENT** (the "BAA") to the underlying agreement (the "Underlying Agreement") between Family Endeavors, Inc. ("Endeavors") located at 6363 De Zavala Rd. San Antonio, Texas 78249-2103, 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 New Mexico Solutions 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.

- 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.

#### 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.

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

| 1. Agency Name: | Family Endeavors, Inc. |  |
|-----------------|------------------------|--|
|-----------------|------------------------|--|

2. Project Title: Contract Dates: Feb 1, 2025-June 30, 2025 Project Title: Gateway Recovery Micro Community

| Contract Dates: Feb 1, 2025-June 30, 2025  |          |              |    |              |           |  |  |  |
|--|----------|--------------|----|--------------|-----------|--|--|--|
| Expenditure Category                       | Pro      | ogram Total  |    | ity Funding  | Percent   |  |  |  |
|  |          |              |    | Requested    | Requested |  |  |  |
| Personnel Costs                            |          |              | _  |              |           |  |  |  |
| Salaries & Wages                           | \$       | 408,491.33   | \$ | 408,491.33   | 100.00%   |  |  |  |
| Payroll Taxes and Employee Benefits        | \$       | 114,377.57   | \$ | 114,377.57   | 100.00%   |  |  |  |
| Total Personnel Costs                      | \$       | 522,868.90   | \$ | 522,868.90   | 100.00%   |  |  |  |
| Operating Costs - Direct                   |          |              |    |              |           |  |  |  |
| Contractual Services                       | \$       | 145,600.00   | \$ | 145,600.00   | 100.00%   |  |  |  |
| Audit Costs                                | \$       | 143,000.00   | \$ | 143,000.00   | 100.0070  |  |  |  |
| Consumable Supplies                        | \$       | 301,624.17   | \$ | 301,624.17   | 100.00%   |  |  |  |
| Telephone                                  | \$       | 7,803.47     | \$ | 7,803.47     | 100.00%   |  |  |  |
| Postage and Shipping                       | \$       | 7,003.47     | \$ | 7,803.47     | 100.0070  |  |  |  |
| Occupancy                                  | φ        | -            | Φ  |              |           |  |  |  |
| a. Rent                                    | \$       | _            | \$ | -            |           |  |  |  |
| b. Utilities                               | \$       | 30,000.00    | \$ | 30,000.00    | 100.00%   |  |  |  |
| c. Other                                   | \$       | 50,000.00    | \$ | -            | 100.0070  |  |  |  |
| Equipment Lease/Purchase                   | \$       | 4,750.00     | \$ | 4,750.00     | 100.00%   |  |  |  |
| Equipment Maintenance                      | \$       | 250.00       | \$ | 250.00       | 100.00%   |  |  |  |
| Printing & Publications                    | \$       | -            | \$ | -            | 100.0070  |  |  |  |
| Travel                                     | Ψ        |              | Ψ  |              |           |  |  |  |
| a. Local Travel                            | \$       | _            | \$ | -            |           |  |  |  |
| b. Out of Town Travel                      | \$       | _            | \$ | _            |           |  |  |  |
| Conferences, Meetings, Etc.                | \$       |              | \$ | _            |           |  |  |  |
| Direct Assistance to Beneficiaries         | Ψ        |              | Ψ  |              |           |  |  |  |
| Membership Dues                            | \$       | _            | \$ | _            |           |  |  |  |
| Equipment, Land, Buildings                 | \$       |              | \$ | _            |           |  |  |  |
| Insurance                                  | \$       | 1,166.67     | \$ | 1,166.67     | 100.00%   |  |  |  |
| Fuel and Vehicle Maintenance               | \$       | 5,133.33     | \$ | 5,133.33     | 100.00%   |  |  |  |
| Total Operating Costs                      | \$       | 496,327.64   | \$ | 496,327.64   | 100.00%   |  |  |  |
|  |          |              |    |              |           |  |  |  |
| Total Direct Costs (Personnel & Operating) | \$       | 1,019,196.54 | \$ | 1,019,196.54 | 100.00%   |  |  |  |
| Indirect Costs ( 10%; attach Rate Letter)  | \$       | 101 010 65   | \$ | 101,919.65   | 100.00%   |  |  |  |
| mun ect Costs (10 %; attach Kate Letter)   | <b>3</b> | 101,919.65   | )  | 101,919.05   | 100.0076  |  |  |  |
| TOTAL PROGRAM EXPENSES                     | \$       | 1,121,116.20 | \$ | 1,121,116.20 | 100.00%   |  |  |  |

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

| Agency Name:      | Family Endeavors, Inc.           |  |
|-------------------|----------------------------------|--|
|                   |                                  |  |
| 2. Project Title: | Gateway Recovery Micro Community |  |

| Revenue Sources  |    | Agency Total   | % of Agency<br>Budget | Program Total   | % of Program<br>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:                                     |    |                |                       |                 |                        |
| Office of Refugee Resettlement   | \$ | 483,546,201.00 | 90.0%                 |                 |                        |
| Veteran Affairs  | \$ | 9,545,567.00   | 1.8%                  |                 |                        |
| SAMSA (Substance Abuse Mental Health Services Admin)                         | \$ | 431,542.00     | 0.1%                  |                 |                        |
| Medicaid Reimbursements:   |    |                |                       |                 |                        |
| Other Federal Revenues:  |    |                |                       |                 |                        |
| Subtotal Federal Agencies  | \$ | 493,523,310.00 | 91.8%                 | \$ -            | 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:                                       |    |                |                       |                 |                        |
| State Disaster Case Management Awards  | \$ | 7,109,827.00   | 1.3%                  |                 |                        |
| Other State Government Revenues:   |    |                |                       |                 |                        |
| Territory of Puerto Rico   | \$ | 2,171,735.00   | 0.4%                  |                 |                        |
| State Level Homelessness   | \$ | 13,426,505.00  | 2.5%                  |                 |                        |
| Subtotal State Agencies  | \$ | 22,708,067.00  | 4.2%                  | \$ -            | 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 Recovery Micro Community   | \$ | 1,121,116.20   | 0.2%                  | \$ 1,121,116.20 | 100.0%                 |
|  |    |                |                       |                 |                        |
| Other Municipal Government Revenues:   |    |                |                       |                 | 0.0%                   |
| Subtotal Local Government  | \$ | 1,121,116.20   | 0.2%                  | \$ 1,121,116.20 | 100.0%                 |
| TOTAL GOVERNMENT REVENUES FROM ALL SOURCES                                   | \$ | 517,352,493.20 | 96.2%                 | \$ 1,121,116.20 | 100.0%                 |
| Other Revenue:   |    |                |                       |                 |                        |
| Contributions  |    |                |                       |                 |                        |
| Other Revenue (Staffing Contracts)   | \$ | 20,173,189.00  | 3.8%                  |                 |                        |
| Subtotal Other Revenues  | \$ | 20,173,189.00  | 3.8%                  | s -             | 0.0%                   |
| Subtotal Other Revenues  | Φ  | 20,173,107.00  | 3.070                 | Ψ -             | 0.070                  |
| TOTAL REVENUE FROM ALL SOURCES:  | \$ | 537,525,682.20 | 100.0%                | \$ 1,121,116.20 | 100.0%                 |

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

| 1. Agency Name:   | Family Endeavors, Inc.           |
|-------------------|----------------------------------|
|                   |                                  |
| 2. Project Title: | Gateway Recovery Micro Community |

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<br>on<br>Program | Position Title                               | Sa | llary for the<br>Program | ity Funding<br>Requested | Percent Requested (Amount Requested / Salary to the Program) |
|-------------------------|--|----|--------------------------|--------------------------|--|
| 1.00                    | Shelter Manager                              | \$ | 39,000.00                | \$<br>39,000.00          | 100.00%  |
| 1.00                    | Admin Support                                | \$ | 17,333.33                | \$<br>17,333.33          | 100.00%  |
| 3.00                    | Unit/Shift Lead                              | \$ | 78,000.00                | \$<br>78,000.00          | 100.00%  |
| 3.00                    | Shelter Support (Slow Ramp up)               | \$ | 57,200.00                | \$<br>57,200.00          | 100.00%  |
| 1.00                    | Outreach Coordinator / Case Manager          | \$ | 22,533.33                | \$<br>22,533.33          | 100.00%  |
| 1.00                    | Peer Specialist                              | \$ | 21,666.67                | \$<br>21,666.67          | 100.00%  |
| 1.00                    | Clinical Supervisor                          | \$ | 37,266.67                | \$<br>37,266.67          | 100.00%  |
| 1.00                    | Wellness Specialist/Data Support (11 months) | \$ | 28,800.00                | \$<br>28,800.00          | 100.00%  |
| 1.00                    | Counseling/Clinical Staff (9 months)         | \$ | 21,333.33                | \$<br>21,333.33          | 100.00%  |
| 1.00                    | Intake/Data/Case Manager                     | \$ | 22,533.33                | \$<br>22,533.33          | 100.00%  |
| 1.00                    | Driver/Supply Inventory Coordination         | \$ | 19,066.67                | \$<br>19,066.67          | 100.00%  |
| 2.00                    | Custodian / Landscaper                       | \$ | 38,133.33                | \$<br>38,133.33          | 100.00%  |
| 0.1000                  | Regional Director                            | \$ | 5,624.67                 | \$<br>5,624.67           | 100.00%  |
| 4. Salaries             | s & Wages                                    | \$ | 408,491.33               | \$<br>408,491.33         | 100.00%  |
| 5. Payroll              | Taxes and Employee Benefits *                | \$ | 114,377.57               | \$<br>114,377.57         | 100.00%  |
| 6. Total Po             | ersonnel Costs                               | \$ | 522,868.90               | \$<br>522,868.90         | 100.00%  |

7. \* Payroll Taxes: FICA @ xx%; Unemployment Insurance @ xx%; Workers Comp @ xx% Employee Benefits: Health Insurance @xx% Retirement @ xx% Other @ xx%

7.65% FICA

0.70% UI

1.00% WC

18.65% Benefits

28.00% Total

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

| 1. Agency Name: | Family Endeavors, Inc. |  |
|-----------------|------------------------|--|
|                 |                        |  |

2. Project Title: Gateway Recovery Micro Community

| Line Item and Basics                      |    | ogram Total | City Funding |            | Amount Other |         | Percent   |
|---|----|-------------|--------------|------------|--------------|---------|-----------|
| (Non-Personnel)                           | 11 | ogram Totar | ]            | Requested  |              | Sources | Requested |
|   |    |             |              |            |              |         |           |
| Contractual Services                      | \$ | 145,600.00  | \$           | 145,600.00 | \$           | -       | 100.00%   |
| Security                                  | \$ | 145,600.00  | \$           | 145,600.00 |              |         | 100.00%   |
|   | \$ | -           |              |            |              |         |           |
|   | \$ | -           |              |            |              |         |           |
| Audit Costs                               | \$ | -           | \$           | -          | \$           | -       |           |
|   | \$ | -           |              |            |              |         |           |
|   | \$ | -           |              |            |              |         |           |
| Consumable Supplies                       | \$ | 301,624.17  | \$           | 301,624.17 | \$           | -       | 100.00%   |
| Laundry (Cleaning)                        | \$ | 27,083.33   | \$           | 27,083.33  |              |         | 100.00%   |
| Hygiene Kits (weekly)                     | \$ | 1,041.67    | \$           | 1,041.67   |              |         | 100.00%   |
| Meals                                     | \$ | 227,916.67  | \$           | 227,916.67 |              |         | 100.00%   |
| IT Equipment                              | \$ | 7,500.00    | \$           | 7,500.00   |              |         | 100.00%   |
| Software                                  | \$ | 582.50      | \$           | 582.50     |              |         | 100.00%   |
| MD Software                               | \$ | 4,375.00    | \$           | 4,375.00   |              |         | 100.00%   |
| Admin Supplies                            | \$ | 21,125.00   | \$           | 21,125.00  |              |         | 100.00%   |
| Cleaning Supplies                         | \$ | 8,666.67    | \$           | 8,666.67   |              |         | 100.00%   |
| Therapeutic Books                         | \$ | 3,333.33    | \$           | 3,333.33   |              |         | 100.00%   |
| Telephone                                 | \$ | 7,803.47    | \$           | 7,803.47   | \$           | -       | 100.00%   |
| Cell Phone Service                        | \$ | 5,500.00    | \$           | 5,500.00   |              |         | 100.00%   |
| Internet                                  | \$ | 2,303.47    | \$           | 2,303.47   |              |         | 100.00%   |
| Postage and Shipping                      | \$ | -           | \$           | -          | \$           | -       |           |
|   | \$ | -           |              |            |              |         |           |
|   | \$ | -           |              |            |              |         |           |
| Occupancy                                 |    |             |              |            |              |         |           |
| a. Rent                                   | \$ | -           |              |            |              |         |           |
| b. Utilities                              | \$ | 30,000.00   | \$           | 30,000.00  |              |         | 100.00%   |
| c. Other                                  | \$ | -           |              |            |              |         |           |
| Equipment Lease/Purchase                  | \$ | 4,750.00    | \$           | 4,750.00   | \$           | -       | 100.00%   |
| Transport Vehicle (purchase, 5 year       | \$ | 3,500.00    | \$           | 3,500.00   |              |         | 100.00%   |
| Golf Cart (purchase, 5 year depreciation) | \$ | 1,250.00    | \$           | 1,250.00   |              |         | 100.00%   |
| <b>Equipment Maintenance</b>              | \$ | 250.00      | \$           | 250.00     | \$           | -       | 100.00%   |
| Golf Cart maintenance                     | \$ | 250.00      | \$           | 250.00     |              |         | 100.00%   |
|   | \$ | -           |              |            |              |         |           |

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

| 1. Agency Name: | Family Endeavors, Inc. |
|-----------------|------------------------|
|                 |                        |

| 2. Project Title: Gateway Recovery Micro Community |
|--|
|--|

| 3. Direct and Indirect Costs:                 |    |               |    |              |         |            |           |
|---|----|---------------|----|--------------|---------|------------|-----------|
| Line Item and Basics<br>(Non-Personnel)       |    | Program Total |    | City Funding |         | ount Other | Percent   |
|   |    | ogram Totai   | ]  | Requested    | Sources |            | Requested |
| Printing & Publications                       | \$ | -             | \$ | -            | \$      | -          |           |
|   | \$ | -             |    |              |         |            |           |
|   | \$ | -             |    |              |         |            |           |
| Travel  |    |               |    |              |         |            |           |
| a. Local Travel                               | \$ | -             |    |              |         |            |           |
| b. Out of Town Travel                         | \$ | -             |    |              |         |            |           |
| Conferences, Meetings, Etc.                   | \$ | -             | \$ | -            | \$      | -          |           |
|   | \$ | -             |    |              |         |            |           |
|   | \$ | -             |    |              |         |            |           |
| Direct Assistance to Beneficiaries            | \$ | -             | \$ | -            | \$      | -          |           |
| Rental assistance for 50 clients at \$700 per |    |               |    |              |         |            |           |
| month)  | \$ | -             |    |              |         |            |           |
|   | \$ | -             |    |              |         |            |           |
|   | \$ | -             |    |              |         |            |           |
| Membership Dues                               | \$ | -             | \$ | -            | \$      | -          |           |
| -   | \$ | -             |    |              |         |            |           |
|   | \$ | -             |    |              |         |            |           |
| <b>Equipment, Land, Buildings</b>             | \$ | -             | \$ | -            | \$      | -          |           |
| <u> </u>                                      | \$ | -             |    |              |         |            |           |
|   | \$ | -             |    |              |         |            |           |
| Insurance                                     | \$ | 1,166.67      | \$ | 1,166.67     | \$      | -          | 100.00%   |
| Vehicle insurance                             | \$ | 1,166.67      | \$ | 1,166.67     |         |            | 100.00%   |
|   | \$ | -             | •  | ,            |         |            |           |
| Fuel and Vehicle Maintenance                  | \$ | 5,133.33      | \$ | 5,133.33     | \$      | -          | 100.00%   |
| Gas   | \$ | 4,065.83      | \$ | 4,065.83     |         |            | 100.00%   |
| Transport Vehicle Maintenance                 | \$ | 1,041.67      | \$ | 1,041.67     |         |            | 100.00%   |
| Registration                                  | \$ | 25.83         | \$ | 25.83        |         |            | 100.00%   |
|   | \$ | -             | 7  |              |         |            |           |
|   | \$ | -             |    |              |         |            |           |
| <b>Total Operating Costs</b>                  | \$ | 496,327.64    | \$ | 496,327.64   | \$      | -          | 100.00%   |

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

| 1. Agency Name:                                       | Family Endeavors, Inc. |                     |                       |  |  |  |  |
|---|------------------------|---------------------|-----------------------|--|--|--|--|
| 1. Tigolicy Ivalie.                                   | 1 dillily 1            | maca vois, in       |                       |  |  |  |  |
| 2. Project Title:                                     | Gateway                | Recovery Mic        | cro Community         |  |  |  |  |
|   |                        |                     |                       |  |  |  |  |
| 3. Amount and percent of total requested fun          | 1                      |                     | :                     |  |  |  |  |
| Quarter Ending  |                        | unt to be<br>uested | Percent of Total      |  |  |  |  |
| September 30, 2024                                    |                        |                     | 0.00%                 |  |  |  |  |
| December 31, 2024                                     |                        |                     | 0.00%                 |  |  |  |  |
| March 31, 2025  | \$                     | 560,558.10          | 50.00%                |  |  |  |  |
| June 30, 2025   | \$                     | 560,558.10          | 50.00%                |  |  |  |  |
| Total   | 1                      | ,121,116.20         | 100.00%               |  |  |  |  |
| Explanation if any projected drawdowns excent         |                        |                     | •                     |  |  |  |  |
| 4. As applicable: Reimbursement Rate – only           | y annlicah             | le to unit of s     | gawica contracts:     |  |  |  |  |
| Rate:   | \$ per uni             |                     | unit of service       |  |  |  |  |
| \$ per (hour, client, etc.)                           |                        |                     |                       |  |  |  |  |
| Annual units:   |                        |                     |                       |  |  |  |  |
|   |                        |                     |                       |  |  |  |  |
| 5. As applicable: <u>Rate Justification – only ap</u> | plicable to            | o unit of serv      | <u>ice</u> contracts: |  |  |  |  |
|   |                        |                     |                       |  |  |  |  |

# City of Albuquerque Department of Health Housing & Homelessness Division of Behavioral Health and Wellness Request for Proposals from Non-Profit or Governmental Agencies for Recovery Housing for Fiscal Year 2025

RFP Number: RFP-2025-645-HHH-RM

#### REQUEST FOR PROPOSALS

#### Contents:

- 1.0 Background
- 2.0 Purpose, Deadline and Submission Method
- 3.0 Administrative Requirements and Guiding Regulations
- 4.0 Outcome Measures and Scope of Services
- 5.0 Eligible Responders
- 6.0 Eligible Beneficiaries
- 7.0 Technical Assistance
- 8.0 Instructions for Completing Proposal
- 9.0 Compliance with Social Services Contract Procurement Rules and Regulations
- **10.0** Review Criteria and Scoring Process
- 11.0 Submission Process
- 12.0 Proposal Checklist

#### 1.0 Background

The City of Albuquerque has established priorities for funding and they include the following goals:

Goal 1: Human and Family Development: People of all ages have the opportunity to participate in the community and economy and are well-sheltered, safe, healthy, and educated.

**Goal 2**: Public Safety: The public is safe and secure, and shares responsibility for maintaining a safe environment.

The Department of Health Housing & Homelessness strives to improve the quality of life for everyone in Albuquerque by supporting behavioral health, public health initiatives, affordable housing, and homeless services.

In addition, the Department of Health, Housing and Homelessness has established a priority to fund projects that address the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services<sup>1</sup>.

<sup>&</sup>lt;sup>2</sup> U.S. Department of Health and Human Services. Healthy People 2020 "Social Determinants of Health." 2015

This specific Request for Proposal addresses the intention of Increasing Behavioral Health Stability and Housing Stability by providing safe, recovery-oriented shelter environments paired with comprehensive supports that empower clients to achieve sustainable housing stability, maintain recovery, and enhance their overall well-being for those overcoming opioid use disorder (OUD) and/or polysubstance use while addressing other challenges.

The City of Albuquerque Department of Health, Housing, and Homelessness adopted a process to solicit and review project proposals through the promulgated rule update November 24, 2021, as specified in the <u>FCS Social Services Contracts Procurement Rule</u> available on the Department's website at

https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements.

Funds for projects in this RFP are subject to final approval of the City Council and availability of City General Funds and where applicable, receipt of state and/or federal grant funds.

#### 2.0 Purpose, Deadline, and Submission Method

The purpose of this Request for Proposals (RFP) is to solicit effective proposals from qualified non-profit organizations interested in providing services for the Gateway Recovery Community to provide housing and treatment to up to fifty (50) guests who are single adults who may have been released or discharged from a treatment facility or detention center, are unhoused or precariously housed, and have an Opioid Use Disorder (OUD) and/or polysubstance use disorder in recovery.

Proposals will be accepted until **4:00 pm on Friday**, **December 20**, **2024**, and must be submitted online through the City's Bonfire portal at:

https://cabq.bonfirehub.com/portal/?tab=openOpportunities

In order to submit, responders must be registered in the Bonfire system. Registration takes some time to complete. It is recommended responders register in advance of the deadline as late proposals will not be accepted. For information on how to access and interact with Bonfire, please visit <a href="https://cabq.bonfirehub.com/portal/support">https://cabq.bonfirehub.com/portal/support</a> or contact <a href="mailto:support@gobonfire.com">support@gobonfire.com</a>

#### 3.0 Administrative Requirements and Guiding Regulations

Potential responders to this RFP are strongly advised to become familiar with the content of the most current version of the publication entitled "Administrative Requirements for Social Service Contracts Awarded under the City of Albuquerque" (hereinafter referred to as the "Administrative Requirements"). The publication contains uniform administrative rules for contracts awarded pursuant to the Department's Social Services Program. Contractors are expected to understand and comply with all applicable rules contained within the publication, including but not limited to, appropriate accounting software systems producing a general ledger; adequate documentation retention of payables and receivables; and a payroll reporting system that demonstrates approval of timesheets and labor distribution reports.

The *Administrative Requirements* are available on the Department's website at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>.

Certain priority areas detailed below may also be required to comply with applicable sections of the most recent version of the <u>Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services</u> (hereinafter referred to as the "Minimum Standards"), depending on the proposal. Contractors are expected to understand and comply with all applicable rules contained within the publication. The <u>Minimum Standards</u> are available on the Department's website at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources">www.cabq.gov/health-housing-homelessness/partner-resources</a>.

#### 4.0 Outcome Measures and Scope of Services

#### 4.1 Outcome Measures and Social Determinants of Health

The City of Albuquerque is focused on improving the well-being of all people and has identified racial equity as a priority goal to address longstanding, racially disparate economic and social outcomes. In addition, the Department prioritizes investment in services that can demonstrate improved outcomes related to the customer's needs.

The City of Albuquerque is committed to providing cost-effective services that will improve the well-being of participants and Albuquerque as a whole. Respondents will be required to participate in evaluation activities that will be designed to protect individual privacy and aligned with the service delivery.

The Department has established a priority to fund projects that lead to improved outcomes to 1) Increase Behavioral Health Stability, 2) Increase Housing Stability, 3) Increase Public Safety, 4) Increase Individual and Family Resilience, and 5) Seniors are Able to Age with Dignity. This involves a focus on addressing the Social Determinants/Drivers of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic, and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety, and social services<sup>2</sup>. Entities contracting with the Department may be expected to collect Social Determinants of Health data in a uniform manner to inform the City and public on unmet needs that need attention and aggregate progress of city-funded services.

#### **Explanation of Outcomes**

Offeror should select at least one primary indicator of progress that will be reported by race/ethnicity or other relevant demographics.

1) Increased Behavioral Health Stability: People who have otherwise experienced substance use and/or mental health disorders are actively engaged in services that address their identified needs and have reduced or eliminated the utilization of crisis services, are able to maintain employment and have increased daily functioning in the community and at home.

Indicators of progress during the service period may include:

- Progress on individual treatment plans
- Progress and completion of education and/or training

<sup>&</sup>lt;sup>2</sup> U.S. Department of Health and Human Services. Healthy People 2020 "Social Determinants of Health." 2015

- Increase of stable employment and income
- Obtainment of supportive housing with case management
- Reduction of crisis events and utilization of crisis services (metrics include 911 calls, emergency and inpatient hospital use, detox services, or interactions with the criminal justice system).
- 2) Increased Housing Stability: People who have otherwise been precariously housed or experienced homelessness maintain residence in a safe and affordable dwelling.

Indicators of progress during the service period may include:

- Successful placement in housing
- Retention of housing for 6, 12 and 18 months after placement
- Retention in a housing program and/or exit to permanent housing
- Obtainment of affordable housing (e.g., 30% or less of total household income)
- Reduction of homeless events as measured by data collection systems and use of emergency shelters.
- 3) Increased Public Safety: Through engaging in prevention and intervention programs, participants gain skills, knowledge and support in order to reduce the incidence of violence and adult and/or juvenile criminal justice system involvement.

Indicators of progress during the service period may include:

- Reduced involvement with the criminal justice system for participants otherwise arrested, incarcerated or court involved
- Increase in compliance with juvenile time waivers, adult probation and/or parole
- Reduced perpetration of violence
- Increase in skills for constructive conflict resolution practices in lieu of violence
- Increase skills and knowledge around gun safety
- Reduction in the number of suspensions/expulsions from school
- Reduction in the number of youth dropping out of school
- Increase in employment and educational attainment
- **4) Increasing Individual and Family Resilience:** Individuals and families are actively engaged in activities and services that enhance their health, education and skills; and when necessary, to gain strength and resourcefulness to better withstand and rebound from disruptive life challenges.

Indicators of progress during the service period may include:

- Increase in family employment and income
- Increase in food security
- Increase in pay equity
- Reduction of domestic/family violence or maltreatment
- Increase of community services such as out-of-school-time enrichment activities
- Young parents engage with programs that increase parenting skills
- Continued or increased enrollment in health insurance including Medicaid
- Increased linkages to and engagement with health services
- Individuals gain employment and training experience
- Individuals complete high school or equivalence

- Youth are linked to programming and complete services adapted to their learning needs
- Families and individuals increase engagement with out-of-school-time enrichment activities and other community services
- Adults, youth and children increase skills and knowledge around gun safety
- 5) Seniors are Able to Age with Dignity: Vulnerable seniors access and utilize the appropriate care and support resources of their choice so they are can age in place and maintain health, safety, independence and dignity. Seniors maintain connection to their community and access services that support their health and well-being.

Indicators of progress during the service period may include:

- Increase/maintain access to home-based services and supports to age in place
- Reduce/maintain nutritional risk score
- Engage with community services, social events and educational opportunities

#### **Community Building**

In addition to the above outcomes, the City is dedicated to helping all our residents and neighborhoods to be their best selves. Contractors are expected to engage with the community and build productive relationships with their neighbors as they provide services to improve outcomes for all of Albuquerque. Examples include, but are not limited to, joining the local Neighborhood Association, updating neighbors on services and progress, maintaining their surroundings as clean and litter free, reminding participants to maintain respect of the neighborhood and promptly responding to any 311 inquiries.

## 4.2 Scopes of Services is to manage and facilitate operations at the Gateway Recovery Community.

The City is seeking proposals from qualified Offerors to operate a **Gateway Recovery Community** for up to fifty (50) single adult clients in early recovery who have been discharged from treatment facilities or detention centers, are unhoused, and have an Opioid Use Disorder (OUD) and/or co-occurring Substance Use Disorder (SUD). The selected Offeror will provide comprehensive recovery-focused shelter services and facilitate access to health and wellness programs to support recovery, wellness, and housing stability. Services must be delivered in a manner satisfactory to the City, adhere to applicable standards and regulations, and remain within the financial parameters of the awarded Agreement.

#### **Core Requirements**

The selected Offeror shall be responsible for the following:

#### 1. Operation of the Gateway Recovery Community

- Manage site operations on a 24/7 basis, ensuring a safe, respectful, and OUD recovery-oriented environment.
- Coordinate daily facility checks to maintain safe and sanitary conditions.
- Provide oversight, scheduling, and coordination of OUD recovery support services and staff.
- Facilitate regular multidisciplinary team meetings to enhance client support and progress toward OUD recovery goals.
- Track and report daily census data and collaborate with the City's Department of Health, Housing, & Homelessness on operational activities.

#### 2. Comprehensive Support Services

- Offer daily essential services, including meal delivery and distribution, hygiene services, transportation, and security.
- Provide OUD recovery-centered case management services, linking clients to outside OUD treatment programs Medication Assisted Treatment (MAT), medical/behavioral health services, with the goal of placement to stable housing.
- Facilitate individual and group therapy sessions, peer support programs, wellness classes, including AA/NA meetings, and other social supports.
- Assign a case manager to each client upon intake and develop an Individual Service Plan (ISP) within the first two weeks of entry addressing OUD recovery needs and actions steps for treatment including MAT

#### 3. Eligibility, Intake, and Discharge Management

- Develop and implement eligibility criteria, intake protocols, and discharge processes in collaboration with the City.
- Eligibility must include early recovery for OUD and co-occurring other substances
- Maintain comprehensive client documentation, including signed agreements, orientation materials, and release of information (ROI) authorizations.
- Ensure integration with the Coordinated Entry System and the City-approved, HIPAA-compliant data system.
- Assess and document client progress toward recovery goals specific to OUD treatment including MAT and track outcomes upon discharge.

#### 4. Staffing and Training

- Employ qualified staff, including licensed clinicians, peer support specialists, case managers, and wellness practitioners.
- Staff must be familiar with OUD and treatment protocols for OUD including MAT. Linkages to community providers to support OUD recovering clients are essential.
- Provide mandatory staff training in trauma-informed care, Motivational Interviewing (MI), Mental Health First Aid, Narcan administration, and other recovery-focused practices.
- Maintain a staff-to-client ratio of 1:15 during daytime operations and 1:20 during nighttime operations.

#### 5. Monitoring and Reporting

- Submit monthly reports detailing client demographics, services provided, staff-to-client ratios, and program outcomes.
- Tracking of OUD clients and linkages to OUD treatment including MAT services.
- Track and report client progress, including successful discharges to stable housing, relapses, and other relevant data.
- Maintain compliance with data entry requirements in the Homeless Management Information System (HMIS).

#### 6. Collaboration and Community Engagement

- Develop partnerships with community providers to ensure OUD clients have access to (MAT), TeleMAT, and other necessary treatment services.
- Organize wellness activities and support groups to foster community and recovery resilience.
- Participate in City-sponsored networking activities and training sessions.

#### 7. Regulatory Compliance and Best Practices

- Adhere to all applicable federal, state, and local regulations, including ASAM Level 3.1 standards for low-intensity residential services and SAMHSA recovery housing criteria.
- Research and apply to become a New Mexico Medicaid provider and bill for eligible services.
- Use City-approved social services referral platforms and conduct annual assessments of client needs.

#### 8. Outcome Goals

- 100% of clients will have daily contact with on-site staff to facilitate OUD recovery and linkage to outside treatment providers.
- At least 60% of clients will be discharged to stable housing within six months.
- 90% of clients will attain at least one goal in their ISP during monthly reviews.

#### **Proposal Requirements**

Offerors must demonstrate the capacity and expertise to meet the above scope of services. Proposals should include:

- 1. **Organizational Experience:** Description of experience operating recovery-focused housing and providing OUD/SUD services.
- 2. **Staffing Plan:** Detailed staffing structure, including qualifications and training plans.
- 3. **Program Design:** Approach to meeting client needs, fostering recovery, and achieving outcomes.
- 4. **Compliance and Reporting:** Processes for data management, regulatory compliance, and reporting to the City.
- 5. **Budget and Financial Plan:** Proposed budget detailing how resources will be utilized to deliver the services outlined.

In order to effectively address these service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes, and define metrics and measurement tools to reliably assess progress toward achieving the identified outcomes.

The proposed project may be required to work collaboratively with other entities as identified and requested by the City.

The City will evaluate proposals based on the Offeror's ability to meet these requirements and achieve the specified outcomes.

#### 4.2.1 Annual Allocation

The Department will allocate up to \$2,700,000 annually for a potential three year total of up to \$8,100,000, for proposed Projects supporting Gateway to Recovery. Year 1 will be pro-rated for five months of service for a total of up to \$1,125,000.

#### 4.3 Service Period

Services funded by this RFP are to commence February 1, 2025, and continue through June 30, 2025, with the possibility of two one-year extensions depending on the availability of funds and the performance of the agency.

#### 5.0 Eligible Responders

#### 5.1 General Eligibility

An agency which is a unit of state or local government and/or an agency currently incorporated as a nonprofit corporation, duly registered and in good standing with the State of New Mexico Secretary of State, which has not-for-profit status under 501(c)(3) of the U.S. Internal Revenue Service Code and which has demonstrated capability in providing the services for which it is applying is an eligible responder for award of a contract pursuant to this RFP. Basic eligibility requirements are identified in the <u>Administrative Requirements for Social Service Contracts Awarded Under the City of Albuquerque</u> (Administrative Requirements), § 10 (A)(1).

Ineligible entities as defined in Section 7 (C) of the <u>Social Services Contracts Procurement Rules</u> of the Department are restricted from submitting a proposal.

Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline. Ineligible entities as defined in Section 7 (C) of the <u>Social Services Contracts Procurement Rules</u> of the Department are restricted from submitting a proposal.

The *Administrative Requirements* and *Social Services Contracts Procurement Rules* are available on the Department's website at www.cabq.gov/health-housing-homelessness/partner-resources

#### 5.2 Limitations on Assistance to Primarily Religious Organizations

Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes. Independent, not-for-profit entities established by primarily religious organizations, however, may be assisted as long as: a) there is no religious test for admission for services; b) there is no requirement for attendance at religious services; c) there is no inquiry as to a client's religious preference or affiliation; d) there is no proselytizing; and e) services provided are secular and non-sectarian. See *Administrative Requirements*, § 10 (C) (4) (c). This provision does not prohibit a primarily religious organization from carrying out the eligible activities as long as such activities are carried out in a manner free from religious

influences pursuant to conditions prescribed in the Representations and Certifications form (Appendix #8) attached to this RFP and required as an attachment to the responder's proposal.

**5.3 Minority and Women's Business Enterprises § 5-6-1** *et seq.* **ROA 1994** It is the policy of the City to take affirmative action to assure that a fair share of City purchases of goods and services is made from enterprises owned and controlled by minorities and women.

As part of this policy, the City undertakes to assure there are no undue or unnecessary requirements imposed by the City that inhibit or prevent purchases of goods and services from businesses that are otherwise qualified to provide such goods and services. It is further City policy to impose similar affirmative action upon prime contractors providing goods and services to the City with regard to subcontractors involved in such work to assure a fair share of business for minority and women's business enterprises.

As part of the above-described policy, the City shall directly solicit bids and offers of goods and services from minority and women's business enterprises to the extent necessary to ensure that they are aware of the opportunities in this RFP. § 5-6-6 ROA 1994. The City uses the following website to identify minority and women's business enterprises, and solicits bids from the enterprises identified: <a href="https://web.sba.gov/pro-net/search/dsp">https://web.sba.gov/pro-net/search/dsp</a> dsbs.cfm.

In addition to the requirements of § 5-6-1 *et seq.* ROA 1994, the City will implement and fulfill any Federal requirements applicable to the City with regard to minority and women's business enterprises. § 5-6-10 ROA 1994.

5.4 Preferences for City Local, Small and/or Veteran-Owned Businesses and Pay Equity According to City Ordinance § 5-5-17 and § 5-5-31 ROA 1994, Public Purchases, and § 13-1-22 NMSA 1978 for resident business and Veteran business, scoring preferences may be available for this procurement. Please refer to the form found online at <a href="https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view">www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view</a>

and attached as APPENDIX #14 of this RFP for additional information on how to certify for a maximum of 10% preference in Scoring Criteria in Section 10 of this RFP. <u>Please Note:</u> <u>preference points are NOT available for any solicitation for which all or a part of the funds used are from federal grant sources.</u>

If eligible, an Offeror may apply for a 5% Small Business Preference, a 5% Local Business Preference, a 5% Pay Equity Preference, a 5% State Resident Business Preference, and/or a 10% State Resident Veteran Business Preference (the latter two collectively referred to as "State Preference"), up to a maximum of 10%. To qualify for a maximum of 10% preference points, an Offeror MUST complete and attach the Vendor Preference Affidavit of Eligibility WITH ITS OFFER. A valid Pay Equity Reporting Form MUST be attached, regardless of whether an Offeror is requesting this preference. For State Preference the New Mexico State certification of eligibility MUST be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. NO FORM SHALL BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS, except the pay equity form shall be accepted if submitted within 24 hours of the response deadline per § 5-5-31 ROA 1994.

To qualify for the small business or local business preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location identified on the Preference Certification Form must be a physical location, street address, and may not use a post office box or other postal address.

**Pay Equity Documentation.** All bids and proposals shall include a Pay Equity Reporting Form which can be accessed at <a href="https://www.cabq.gov/gender-pay-equity-initiative">https://www.cabq.gov/gender-pay-equity-initiative</a>.

Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive**, as stated in the Public Purchases Ordinance, 5-5-31 (A). A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please submit any questions regarding the Pay Equity Reporting Form through the bonfire portal for this solicitation.

#### **5.5 ADA** Compliance

Contractors must agree to meet all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor must agree to be responsible for knowing all applicable requirements of the ADA.

#### 5.6 Additional Requirements

#### a. Personnel Policies:

Organizations applying for a contract under this solicitation must have a written set of personnel policies and procedures that have been formally adopted by its governing board. This document must specify policies governing terms and conditions for employment; compensation and fringe benefits; holidays, vacation and sick leave; conflict of interest; travel reimbursement; and employee grievance procedures.

#### **b.** Conflict of Interest Policies:

Organizations submitting proposals under this solicitation must have in force a written conflict of interest policy that at a minimum:

- i. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.
- ii. Provides that no employee, board member, or other person who exercises any decision making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency or for one year thereafter.

#### c. Accounting Policies:

Responder organizations must have in place a set of financial, accounting, and procurement policies and procedures that meet the standards established by the City in the *Administrative Requirements*, §13, Accounting for Social Services Contract Funds.

#### d. Active Board:

Nonprofit responders must be able to 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. The organization must verify board compliance with the City Open Meeting ordinance ROA, 1994, §2-5-1, et. seq.

#### e. Nepotism:

The organization shall not employ "immediate family" or any "close relative" of any board member, officer or managing employee and shall not employ any two people who are immediate family or close relatives of each other. See definitions contained in the *Administrative Requirements*,  $\S 10 \text{ (A)(3)(c)}$ .

#### f. Background Checks:

If the Social Services provided require the contractor selected through this RFP to work with or be in proximity to children, or other vulnerable populations, the contractor will not employ any person or volunteer who is registered as a sex offender in any United States jurisdiction, or who has a criminal background unacceptable to the City. The contractor shall ensure that all its employees, interns and volunteers directly involved in performing services have been screened for a criminal background and reference checks, finger-printing, and interviews. See *Administrative Requirements*, § 10 (A)(2)(a).

#### g. Reporting Requirements

The final contract between the successful responder(s) and the City will contain specific reporting requirements that include, but may not be limited to, quarterly program data and data regarding outcomes for program participants. A critical component of initiatives funded through the City of Albuquerque will be a rigorous evaluation to determine program success and cost-effectiveness. Selected Offerors must comply with participant data reporting requirements conducted by the City or evaluation and research partners as part of ongoing evaluation activities.

#### 6.0 Eligible Beneficiaries

Programs supported, in whole or in part, with funding awarded as a result of this RFP must be targeted to residents of Albuquerque.

#### a. Income:

Programs should target those whose annual family incomes are at or below 80% of the median family income for the Albuquerque Metropolitan Statistical Area (MSA) as established by the U.S. Department of Housing and Urban Development, unless otherwise specified.

#### b. Programs Serving Lower Income Populations:

Support may be made to available programs, services, and activities that do not require all participants to meet an income test, if it can be demonstrated that support of such activities offers the most efficient and expeditious means of serving the eligible population, and if at least 70% of those served meet the income test.

#### c. Critical Emergency Needs:

Services designed to meet critical emergency needs such as rape crisis assistance, assistance to victims of domestic violence, assistance to abused and neglected children, the homeless, and the like, need not meet an income test.

#### d. Other Characteristics:

Specific characteristics, such as persons with disabilities, senior citizens or other individual requirements applicable to specific funding sources.

#### e. Community Development Strategy Areas:

Certain public facilities improvement activities which contribute to the development of local communities must be targeted primarily to benefit designated Community Development Strategy Areas.

#### 7.0 Technical Assistance

It is the responsibility of the Offeror to stay up to date with any clarifications to this RFP that will be issued through the bonfire portal.

Technical assistance will be provided at the written request of responder agencies by the City of Albuquerque Department of Health, Housing, and Homelessness, Reina Martinez, Division Manager. Requests for technical assistance must be submitted through the bonfire portal up until seven calendar days prior to submission deadline. Responses to questions in writing will be posted on the Bonfire Portal.

An **optional** pre-proposal meeting is scheduled for Friday, December 6, 2024, from 1:00 to 2:00 p.m. on zoom at the following link:

https://cabq.zoom.us/j/82757268026

Meeting ID: 827 5726 8026

Dial by your location +1 669 900 6833 US (San Jose)

#### 8.0 Instructions for Completing Proposal

#### 8.1 Proposal Format

Proposals must address all required areas listed in this section, in the order requested. See Section 12 for further clarification. Appendices or non-required attachments including letters of endorsement, agency brochures, or news clips may be included if uploaded. Please paginate.

#### 8.2 Cover Sheet

Responders must use the attached Proposal Summary and Certification Form (APPENDIX #1) as a cover sheet for their proposals. An authorized official of the governmental agency or of the policy board of a non-profit agency to whom agency staff are responsible must sign the form.

#### **8.3** Project Narrative

The project narrative, not including attachments, shall not exceed 13 typed, double-spaced, 8 1/2" x 11" pages, with 12-point font. Neither the section 8.3.c.vi résumés and job descriptions nor 8.5 APPENDIX #7 Applicant Work Plan Summary will be counted in the 13-page limit. Project Narrative must be organized according to sections numbered as indicated in this section (e.g., 8.3.a Comprehensive Explanation of Project Purpose, Target Population(s), Service Delivery, and Outcomes, 8.3.b. Measuring Progress, etc.).

### a. Comprehensive Explanation of Project Purpose, Target Population(s), Service Delivery, and Outcomes:

Provide a comprehensive explanation of the project design.

- i. Describes proposed services/activities that would be provided to each target population, including:
  - A. Rationale (evidence/logic basis) for the effectiveness of the proposed service model and practices to facilitate meaningful impacts and lead to improved outcomes for the specific target population(s);
  - B. Proposed practices (for instance, trauma-informed care, harm reduction, a personcentered approach, community collaboration, etc.) and how they facilitate client progress to stated outcomes;
  - C. How proposed services address unmet needs/service and potential disparities/inequities/gaps in the community, justified with local/applicable data, including addressing current demographic disparities (e.g., race/ethnicity, age, disability, sexual/gender orientation, socioeconomic, etc.) and how proposed services can be modified or delivered under public health orders related to communicable illnesses;
  - D. Methods to conduct client outreach that extends into the target community to recruit and retain populations that have been historically underserved and deprived of access to services populations to increase equity and access to opportunity.
- ii. Provide a comprehensive explanation of how project services will reach output and outcome goals, including, as applicable:
  - A. Identify at least two of the outcomes described in Section 4.0 that the Offer will impact with proposed services/activities, and describe how they will meet the needs of the community;
  - B. Illustrate the services that will be provided as a result of the proposed City funding by describing the activities, timeframe, number of participants/units of service (outputs), linkage to improved outcomes, and indicators that verify progress toward outcomes, and the measurement tool to track progress to outcomes that has been proven effective with the target population(s);
  - C. Describe at least one primary indicator of progress that will be reported by race/ethnicity or other relevant demographics;

- D. If applicable Recommended frequency and duration of client engagement to support client progress/achievement of outcomes;
- E. If applicable Typical tiers of service (e.g., intensity and duration that may vary during contract year for case management).

#### b. Measuring Progress:

- i. Describe the process to accurately collect, analyze and report the data of activities, outputs, indicators of progress and outcomes as outlined in the APPENDIX #7 Applicant Work Plan Summary and Narrative Section a.
- ii. Describe the process and schedule for monitoring the quality of project activities, methods and how continuous quality improvement will be incorporated.
- iii. Describe process to identify primary indicators by race/ethnicity in aggregate form, as applicable.

#### c. Organizational Capacity: Service Delivery Capabilities

Describe the agency's resources, not limited to dollars requested in this proposal, dedicated to the project to ensure successful implementation of proposed project, and reach output and outcome goals including alignment with current program operation and proposed budget. Description of agency resources must also indicate appropriate level of financial capacity to meet the Department's *Administrative Requirements* and reporting requirements.

- i. Describe the agency's capacity to administer programs that must comply with applicable regulations.
- ii. Identify specific source, type and amount of leveraged funding for the project, and if those funds are committed or anticipated, pending approval.
- iii. Describe collaborative partnerships and/or strategies for collective impact to support participant success, and provide associated MOUs, and/or CWAs.
- iv. Identify the job title and role of agency staff/contractors that will conduct key activities, including key fiscal staff.
- v. Attach job descriptions, and provide résumés for staff/contractors identified in 8.6.d.v. (Will not be counted in the Project Narrative page limit. See Section 12.)
- vi. As applicable, describe how the program will engage clients in major systems such as Medicaid, the Coordinated Entry System (CES), etc.

#### d. Organizational Capacity: Past Performance

- i. If the agency has had a contract with the City providing similar services in the past three years, describe how the agency met output and outcomes goals, and how agency performed during annual monitoring.
- ii. If the agency did not have a contract with the City providing similar services in the past three years, describe how the agency delivered services and activities similar to those contained the Offer.

#### 8.4 Project Budget Forms

The responder must submit a complete budget APPENDIX #2-APPENDIX #6 using the forms provided in *Excel* online at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>

#### 8.5 Proposed Work Plan

Responders must use the attached Applicant Work Plan Summary (APPENDIX #7) to provide a succinct Work Plan that details the narrative described in Section 8.3.a. APPENDIX #7 will not be counted in the Project Narrative page limit.

- 8.6 Preference Points (up to 10% of total for non-federally funded contract Offers) Responders must use the Vendor Preference Form (APPENDIX #14) to apply for preference points. APPENDIX #14 will not be counted in the Narrative page limit. Preference points are described in Section 5.4 and in links shown in APPENDIX #14. Please note: no preferences shall be applied if federal funds support the Offer.
- 8.7 Insurance. The Contractor shall procure and maintain at its 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 it or its agents. Before commencing the Services and upon 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 coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. 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:

\$2,000,000 Per Occurrence \$2,000,000 Policy Aggregate

\$1,000,000 Products Liability/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$ 5,000 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. <u>Commercial Automobile Liability Insurance ("CAL"</u>). 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. Said policy of insurance must include coverage for the use of all owned, non-owned, 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.
- **D.** 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.

#### ADDITIONAL INSURANCE COVERAGES

The following coverages should be considered based on the course and scope of the individual contract:

E. 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.

Professional liability insurance cannot be waived for medical directors, psychologists, psychiatrists, mental health counselors, or laboratories.

F. 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).

G. 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.

Policies must include coverage for all operations performed for the City by the contractor, coverage for the use of all owned and all non-owned hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage shall specifically insure the hold harmless provision of the contract. Before commencing the Services, 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, and lists the City has the Certificate Holder. All certificates of insurance shall provide that thirty (30) days written notice be given to Director, Risk Management Department, City of Albuquerque, PO Box 1293, 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. The City shall be named as an additional insured under the Commercial General Liability (CGL) policy.

The contractor shall ensure that all staff for whom professional liability is required by their licensing agent, including but not limited to, professionals providing health and behavioral health services, maintain professional liability insurance, errors and omissions coverage, or other additional coverages the city deems necessary, in amounts not less than required by the New Mexico Tort Claims Act as it is amended from time to time, for single limit of liability per occurrence and for the general aggregate.

The contractor must also comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

During construction, if any, a contractor must maintain Builders Risk Insurance in an amount equal to the full construction cost to cover the construction work for fire, theft, extended coverage, vandalism and malicious mischief.

If, during the life of the contract, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Section 41-4-1 through 41-4-27 NMSA 1978), the City may require the contractor to increase the maximum limits of any insurance required.

Proof of insurance is not a requirement for submission of a proposal, but responders should be aware that no work may begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the City. Before submitting a proposal, the agency should contact its insurance agent to determine if it can obtain the required coverage.

#### 8.8 Other Assurances

#### a. Compliance with Civil Rights Laws and Executive Orders

Contractors are required to comply and act in accordance with all federal laws and Executive Orders related to the enforcement of civil rights. In addition, recipients will be required to comply with all New Mexico State Statutes and City of Albuquerque Ordinances regarding enforcement of civil rights (APPENDIX #8).

#### b. Assurance of Drug Free Facilities

Applicants for funding must submit an assurance that they will administer a policy designed to ensure that the assisted program is free from the illegal use, possession or distribution of drugs or alcohol by its staff and beneficiaries (APPENDIX #10).

#### c. Certification of Receipt of Administrative Requirements

Applicants for funding must submit a certification signed by an authorized board official and the organization director of receipt and adherence to the <u>Department Administrative</u>

<u>Requirement for Social Services Contracts</u>

#### d. Audit Requirements

Contractors who expend \$750,000 or more of federal funds during the year must have an audit conducted in accordance with the Federal Government's 2 CFR Pat 200 subpart F. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards. Contractors who receive \$25,000 or more in funding from the City, and who do not fall under A-133, must have a financial statement audit conducted

by an independent auditor in accordance with generally accepted auditing standards. If the contractor is not subject to this requirement because it has not previously had a contract with the City, the Contractor must provide Form 990. Additional audit requirements are set out in the *Administrative Requirements*.

#### e. Goods Produced Under Decent Working Conditions

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The responder certifies, by submittal of its proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees can speak freely about working conditions and can participate in and form unions.

f. Pay Equity Documentation. All bids and proposals shall include a Pay Equity Reporting Form which can be accessed at <a href="https://www.cabq.gov/gender-pay-equity-initiative">https://www.cabq.gov/gender-pay-equity-initiative</a>. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please submit any questions regarding the Pay Equity Reporting Form through the bonfire portal for this solicitation.

#### 8.9 Required Attachments

The Offeror, including all parties to a joint venture or consortium, an individual or a non-profit agency, as applicable, must attach to its Offer, the items listed as Mandatory in Section 12.0. Offerors are encouraged to attach the Requested Upon Recommendation for Award and Subsequent Contracting items listed in Section 12.0.

#### 9.0 Compliance with Social Services Contracts Procurement Rules and Regulations

Applicants must comply with all applicable procurement rules and regulations, including, but not limited to, the City of Albuquerque Procurement Rules and Regulations for the Departments, found at: <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>

Applicants should also be guided by the Albuquerque Code of Ordinances, Article 5, which may be found at: <a href="https://codelibrary.amlegal.com/codes/albuquerque/latest/overview">https://codelibrary.amlegal.com/codes/albuquerque/latest/overview</a>

#### 10.0 Review Criteria and Scoring Process

Proposals will be reviewed and scored based on the criteria in Section 10.1.

**Please note:** It is acceptable to bid one or on multiple Scopes of Services in Section 4.2, but a separate proposal packet must be submitted for each Scope of Services.

#### 10.1 Scoring

## a. Comprehensive Explanation of Project Purpose, Target Population(s) Service Delivery, and Outcomes: 25 pts.

Provided a clear and measurable project design and addresses every section detailed in section 8.3.a, including outputs and associated outcomes. Project described is reasonable and attainable with the resources described.

#### b. Measuring Progress: 5 pts.

Describes the process used by the agency to analyze and report on data collected, provide quality improvement as detailed in each item listed in section 8.3.b.

#### c. Organizational Capacity: Service Delivery Capabilities: 25 pts.

Response to each item in 8.3.c clearly describes how the agency/organization has the capacity to provide the services described contained within their proposal

#### d. Organizational Capacity: Past Performance: 10 pts.

- ii. If the agency has had a contract with the City providing similar services in the past three years, performance will be scored based on program delivery meeting output and outcome goals; and the presence/absence of monitoring findings/critical concerns over the previous three years. If the Offeror has had a contract with the City in the past three years, the past fiscal performance has met City requirements.
- ii. If the agency did not have a contract with the City providing similar services in the past three years, prospective ability to deliver on the proposed services will be justified by demonstration of agency and staff operation/delivery of services and activities similar to those contained the Offer.

#### e. Demonstrates ability to expend City funds in a fiscally responsible manner: 15 pts.

- i. Budget forms (APPENDICES 2-6) are complete and provide adequate detail to convey the planned expenditure of City funds to support proposed services.
- ii. Clearly represents the complementary/leveraged funds that may provide services to a larger population beyond the number that can be served with the requested City funds.
- iii. Requested City funds are aligned with the work plan.
- iv. Proposed budget allocations for services and staff are reasonable.
- v. Proposed budget for administrative/overhead costs is reasonable and proportional to all funding sources contributing to the project or agency as applicable.
- vi. Overall cost per output(s) is reasonable.
- vii. Demonstrates appropriate level of financial capacity to meet the Department's *Administrative Requirements* and reporting requirements.
- viii. Audit results/financial documentation provide evidence of financial responsibility.
- ix. Current with audit requirements if applicable

#### f. Proposed Applicant Work Plan Summary (APPENDIX #7): 20 pts

Work plan proposal scores will be based on the clarity, effectiveness, viability and alignment with all narrative sections and budget.

Work plans will be evaluated and scored based on how:

- i. Work Plan directly informs the potential scopes of services if Offer is selected
- ii. Work Plan chart explain major project services to be performed using the requested City budget
- iii. Activities/sub-activities/units of services to be provided
- iv. Time frame to offer each activity/service
- v. Specific number of participants (outputs) for each major activity/service aligned with requested City funds
- vi. Connection of activities/services to improved outcomes (e.g., client impacts)
- vii. Outcome progress indicator (selected from list or other suggested indicator)
- viii. Measurement tool(s)
- ix. Work Plan is clearly connected with proposed budget
- x. Evidence that City funds will be invested in personnel and activities that can demonstrate produce stated outcomes
- xi. The cost per service unit is a cost-effective investment of City funds

#### g. Preference Points (up to 10% of total): 10 pts.

Please note: no preferences shall be applied if federal funds support the Offer.

Form instructions and Vendor Preference Form are found online at: <a href="https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view">https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view</a>

#### 10.2 Review Process/Deadlines

#### a. Preliminary Staff Review

Proposals will be initially reviewed by Department staff to determine if the proposal is complete and conforms to this RFP. Completeness means that all required forms and attachments are included and comply with the *Procurement Rule* and *Administrative Requirements*. Conformity means that the proposal has been prepared according to guidelines regarding length, organization, and format as specified in section 8.0 above. Incomplete (as defined in 11.0), nonconforming or late proposals may be deemed unresponsive.

#### b. Review Panel

The Department Director will, in writing, approve the composition of an ad hoc committee (minimum of 3 persons) from the Department and may include a representative(s) from affected neighborhoods, constituents, service users and/or citizens that will review all proposals. The proposals will be rated according to the review criteria specified in section 9.1 above. Based on these ratings, the committee will recommend contract awards and amounts to the Director of the Department. A recommendation for award does not constitute an award of contract. The award occurs after a contract is negotiated and Approved by the City.

If, during the review process, additional information is needed regarding a proposal, the Department staff will request such information from the responder. In addition, responders may be interviewed directly as part of the review process. Agencies will be advised of the time and date of such interviews.

During evaluation, proposals submitted shall be kept confidential. The Department will use its best efforts to restrict distribution to those individuals involved in the review and analysis

of the proposals, but in any event, the City shall not be liable for disclosure of any information contained in the proposals during the review process. The proposals shall be open to public inspection after award of contract.

#### 10.3 **Competitive Considerations**

Proposals will be rated according to the review criteria in section 10.1 above. The Department may require responders being considered for an award to participate in interviews or other discussions to explain or verify any aspect of the proposal submitted. The Department reserves the right to reject any or all proposals. The Department may negotiate the terms of any proposal after making a recommendation of award, in order to development a contract in the best interest of the City or the target population. The Department may award more than one contract per Priority Activity.

#### **RFP Appeals Process** 10.4

Responders whose proposals are not selected may submit a written appeal. Letters of Appeal must be submitted and arrive in the office of the Department Director not later than ten (10) working days after receipt of the notice of non-selection. Letters must be specific as to the matter being appealed. Appeals not submitted in writing, not specific in nature, or which arrive late may not be considered. The Department Director's decision concerning the Appeal is final and will be provided within 30 days of receipt of the Appeal letter. Letters must be addressed as follows:

Gilbert Ramirez, Director Department of Health, Housing and Homelessness City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103

The envelope must clearly indicate:

APPEAL, DHHH - Social Services - RFP-2025-645-HHH-RM

All Appeals will be responded to by the Department Director in writing.

#### 11.0 **Submission Process**

#### 11.1 **Submission Requirements**

Submit your complete proposal including all sections listed in Section 8 using the eProcurement System at https://cabq.bonfirehub.com/portal/?tab=openOpportunities. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact support@gobonfire.com.

#### **RFP Advisory to Offerors:**

Proposals must be received prior to 4:00 p.m. local time, Friday, December 20, 2024 via the City's eProcurement system, Bonfire. Proposals will not be accepted by the eProcurement

system later than 4:00 p.m. local time, on **Friday, December 20, 2024** and will not be considered for award.

Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline.

#### 11.2 Clarification

Any explanation desired by a responder regarding the meaning or interpretation of this RFP must be requested in writing not less than five (5) working days prior to the hour and date specified for the receipt of proposals to allow sufficient time for a reply to each responder before the submission of their proposals. All inquiries must be directed Reina Martinez, Division Manager, through the Bonfire portal. Oral explanations or instructions given before the deadline for receipt of proposals will not be binding. Any information given in writing concerning this RFP will be furnished through the Bonfire portal if such information is necessary to responders in submitting proposals on this RFP or if the lack of such information would be prejudicial to uninformed responders.

#### 11.3 Acknowledgment of Amendments to the Request for Proposal

Receipt of an amendment to the RFP by a responder must be acknowledged (a) by signing and returning the amendment or (b) by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals and can be submitted as attachment to the Offer. It is the responsibility of the Offeror to stay up to date with any clarifications or amendments to this RFP that may be posted on the Bonfire portal including addenda and information materials.

#### 11.4 Modification

Proposals may be modified or withdrawn through the Bonfire portal provided such notice is received prior to the hour and date specified for receipt of proposals.

#### 11.5 Budget Forms

Budget forms must be submitted in *Excel* format. The *Excel* forms can be downloaded at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>. They are also available in bonfire to download.

In "Financial Forms" section, click on "Fiscal Forms – Excel version" to download.

#### 12.0 PROPOSAL CHECKLIST

Proposals must address all required areas listed in Section 8. Prior to submitting the proposal, Offerors are recommended to use the following checklist to ensure that the proposal contains all elements required for a complete submittal. Appendix numbers refer to the Department of Health, Housing and Homelessness forms included as attachments to this RFP.

Items in this checklist are part of the technical review of the Application, and failure to submit mandatory items may result in the Offer being deemed as non-responsive.

Additional items will be requested should your agency be recommended for award. Those items are detailed under the heading "Requested Upon Recommendation for Award and Subsequent Contracting."

#### **Mandatory**

- □ Acknowledgment of Amendments to the RFP, if applicable.
- 8.2 APPENDIX #1: Proposal Summary and Certification Form completed and signed by an authorized official.
  - □ APPENDIX #1a: Authorized Official Designation (if applicable)
- □ 8.3 Project Narrative
  - □ 8.3.a Comprehensive Explanation of Project Purpose, Target Population(s), Service Delivery, and Outcomes
  - □ 8.3.b Measuring Progress
  - □ 8.3.c Organizational Capacity: Service Delivery Capabilities
  - □ 8.3.d Organizational Capacity: Past Performance
- □ 8.4 Project Budget Forms Excel is the only format accepted

Excel versions of Budget Forms (Appendices 2-6) are available at: <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources">https://www.cabq.gov/health-housing-homelessness/partner-resources</a>.

In "Financial Forms" section, click on "Fiscal Forms – Excel version" to download.

- □ APPENDIX #2: Expense Summary Form
  As applicable, attach explanation of basis for each indirect cost or an approved cost rate
- letter from cognizant Federal agency.

  APPENDIX #3: Revenue Summary Form
- □ APPENDIX #4: Project Budget Detail Form Personnel
- □ APPENDIX #5: Project Budget Detail Form Operating Costs As applicable, attach cost allocation plan
- □ APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule
- □ 8.5 APPENDIX #7: Applicant Work Program Summary
- **8.3.d.vi** Résumés and job descriptions of key personnel for filled and unfilled positions applicable to the proposed project

8.8.d Copy of the organization's most recent audit or applicable financial statement. **APPENDIX #8: Representations and Certifications** IRS Certificate of Non-Profit Incorporation or APPENDIX #9 if already on file with the City Offeror's Articles of Incorporation filed with the State of New Mexico or APPENDIX #9 if already on file with the City Copy of current By-Laws or APPENDIX #9 if already on file with the City Copy of the organization's written accounting policies and procedures, which include procurement procedures or APPENDIX #9 if already on file with the City Copy of the organization's personnel policies and procedures or APPENDIX #9 if already on file with the City Copy of the organization's conflict of interest policy or APPENDIX #9 if already on file with the City APPENDIX #9: Attachments on File for previously funded agencies; APPENDIX #11: Unique Entity Identification/SAM Registration Acknowledgement and Debarment, Suspension, Ineligibility and Exclusion Certification City of Albuquerque Substitute W-9 **Pay Equity Reporting Form:** All bids and proposals shall include a Pay Equity Reporting Form or Certificate which can be accessed at https://www.cabq.gov/gender-pay-equity-initiative. Offerors who believe they working in New Mexico are not required to report data, but must still submit a Pay Equity

All bids and proposals shall include a Pay Equity Reporting Form or Certificate which can be accessed at https://www.cabq.gov/gender-pay-equity-initiative. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please submit any questions regarding the Pay Equity Reporting Form through the bonfire portal for this solicitation.

- □ Vendor Preference Form if seeking preference points
- □ Written Authorization of Eligibility from the Director of the Department for entities that have had an Agreement terminated by the City for cause within last two (2) years, if applicable.
- APPENDIX #15: Medicaid Provider Status

#### **Requested Upon Recommendation for Award and Subsequent Contracting**

(upload any of these forms into the section with the same title)

| Relevant licenses to operate as a business and conduct proposed activities.             |
|---|
| Listing of current board members.   |
| Current organizational chart.   |
| Copy of the organization's travel reimbursement policies if travel funds are requested. |
| Certificate of Current Good Standing issued by the State of New Mexico.                 |
| APPENDIX #10: Drug Free Work Place Requirement Certification Form.                      |
| APPENDIX #12: Certification of Receipt of Administrative Requirements.                  |
| Disclosure of Lobbying Activities.  |

#### INSTRUCTIONS - APPENDIX #1: Proposal Summary and Certification Form

- Section 1. Enter the name of the organization submitting the Application.
- Section 2. Enter the mailing address of the organization.
- Section 3. Enter the name and telephone number of a contact person from whom information about the proposal can be obtained.
- Section 4. Enter the number assigned to the RFP from the Request for Proposals.
- Section 5. Enter the Scope of Service from Section 4.2 of the Request for Proposals assigned to the area in which the Applicant is seeking funds.
- Section 6. Enter the date the proposal is due to be received by the City of Albuquerque from the Request for Proposals.
- Section 7. Enter the title of the project for which the Applicant is seeking funds and a brief narrative description of that project. The length of the narrative must be limited to the space available.
- Section 8. Enter the total amount of City funding requested in the proposal.
- Section 9. Enter the amount of matching funds to be provided by the Applicant, if matching funds are requested in the Request for Proposal.
- Section 10. Enter the Date Submitted
- Section 11 Review Certification Language.

Signature of Authorized Official/ Date Signed.

NOTE: Certification must be signed by Authorized Board Official.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #1: Proposal Summary and Certification Form

| 1. Name of Applicant Organization:  |                                 |         |  |  |  |
|---|---------------------------------|---------|--|--|--|
| 2. Mailing Address (City, State, and Zip Code)  |                                 |         | 3. Contact Name:  Telephone # and email address: |  |  |
| 4. City Program Name (from Request for Proposals):  |                                 |         |  |  |  |
| 5. RFP Number:  | 6. Scope of Services:           |         | 7. Due Date:                                     |  |  |
| RFP-2025-645-HHH-RM   | FP-2025-645-HHH-RM              |         | <b>December 20, 2024</b>                         |  |  |
| 8. Title of Applicant's Project and Brief Descriptive Summary:  |                                 |         |  |  |  |
| 9. Amount of City Funding requested:  | Matching Funds Amou requested): | int (if | Date Submitted:                                  |  |  |
| Certification: It is understood and agreed by the undersigned that: 1) Any funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all Applicable Federal, state, and city regulations and restrictions; and 2) the undersigned hereby gives assurances that this proposal has been prepared according to the policies and procedures of the above named organization, obtained all necessary Approvals by its governing body prior to submission, the material presented is factual and accurate to the best of her/his knowledge, and that she/he has been duly authorized by action of the governing body to bind the Corporation. |                                 |         |  |  |  |
| Typed Name of Authorized<br>Board Official:   | Title                           |         | Telephone Number                                 |  |  |
| Signature of Authorized Board Official  |                                 |         | Date signed:                                     |  |  |

#### **INSTRUCTIONS - APPENDIX #1a: Authorized Official Designation (if applicable)**

This must be completed in the event that the Organization's Governing Board has designated an Authorized Official who is not a member of the Governing Board who has been authorized by action of that board to bind the organization.

- Section 1. Enter the name of the organization submitting the Application.
- Section 2. Enter the Title of Applicant's Project.
- Section 3. Complete the Official Designatee Authorized to include the name, title, and email of the designee in the section in which the Designee is authorized to take action on behalf of the Organization's Governing Board.
- Section 4. Submitting organization must obtain the Signature of Authorized Board Official.

PLEASE NOTE: Board Minutes reflecting Board approval of the designation will be required in the event of Recommendation for Award and Subsequent Contracting.

### **APPENDIX #1a: Authorized Official Designation (if applicable)**

This form must be completed in the event that the Organization's Governing Board has designated an Authorized Official who is not a member of the Governing Board who has been authorized by action of that board to bind the organization.

PLEASE NOTE: Board Minutes documenting Board approval of the designation will be required in the event of Recommendation for Award and Subsequent Contracting.

| 1. Name of Applicant Organization:   |   |   |
|--|---|---|
| 2. Title of Applicant's Project:   |   |   |
| 3. Authorized Official Designee(s)   |   |   |
| and reflected in Board minutes shall be provide  | the authority of the Authorit<br>ded. Regardless of signer, C   | e Authorized Official is not a member of the zed Official approved by the Board of Directors, ity contracts must be reviewed and approved by act was reviewed and approved by the Board shall |
| Typed Name of Designee   | Title   | Email   |
| an Authorized Official. If the Board of Direct   | tors has authorized a Directo   | e organization Board of Directors and signed by or-level employee to sign on their behalf, and of Directors, and reflected in Board minutes   |
| Typed Name of Designee   | Title   | Email   |
| any, will be provided by the Department to the<br>nonprofit organization's written response, who<br>Authorized Official and approved by the Govo<br>of the Board of Directors, documentation reflections | it, a written report of Finding the Organization Director and then required, to a Department reming Board of the organization the authority of the All be provided. Copies of the | t monitoring report shall be signed by an ation. If the Authorized Official is not a member uthorized Official approved by the Board of eminutes of the board meeting at which the Report     |
| Typed Name of Designee   | Title   | Email   |
| 4. Signature of Authorized Board Of  | ficial  | Date Signed   |

### INSTRUCTIONS - APPENDIX #2: Expense Summary Form Submit this form in *Excel* in Separate Attachment

Excel version available at:

<u>https://www.cabq.gov/health-housing-homelessness/partner-resources</u>.

In Financial Forms section, click on "Fiscal Forms – Excel version" to download.

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

#### **Personnel Costs**

<u>Salaries and Wages</u>: 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.

<u>Payroll and Benefits</u>: 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 percentage of salaries and wages.

<u>Total Personnel Costs</u>: 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 costs in this section.

#### **Operating Costs**

<u>Contractual Services</u>: 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.

<u>Audit Costs</u>: 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.

<u>Consumable Supplies</u>: 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.

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

<u>Postage and Shipping</u>: Enter the amount budgeted for project postage and shipping.

#### **Occupancy**

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

<u>Utilities</u>: 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 space.

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.

<u>Equipment Lease</u>: Enter the amounts budgeted for the purchase or lease of equipment allocable to the project

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

<u>Printing and Publications</u>: 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**

<u>Local Travel</u>: 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 allocable to the project.

<u>Out-of-Town Travel</u>: 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.

<u>Conferences, Meetings, etc.</u>: 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.

<u>Direct Assistance to Beneficiaries</u>: 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 funded in this project.

<u>Membership Dues</u>: 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 project.

<u>Equipment, Land, Buildings</u>: 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 Requirements*.

<u>Insurance</u>: Enter the amount budgeted to pay the costs of insurance, including bonding, allocable to the project.

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

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

<u>Total Direct Costs</u>: 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 Costs.

<u>Indirect Costs</u>: 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.

<u>Total Program Expenses</u>: 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.

<u>Percent Requested</u>: 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%).

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #2: Expense Summary Form in Word - - Sample Only - Must use Excel in Submission

| 1. | Applicant Agency: |
|----|-------------------|
| 2. | Project Title:    |
|    | J                 |

| Expenditure Category                | Program Total | City Funding<br>Requested | Percent Requested |
|-------------------------------------|---------------|---------------------------|-------------------|
| Personnel Costs                     |               |                           |                   |
| Salaries & Wages                    |               |                           |                   |
| Payroll Taxes and Employee Benefits |               |                           |                   |
| <b>Total Personnel Costs</b>        |               |                           |                   |
|                                     |               |                           |                   |
| <b>Operating Costs - Direct</b>     |               |                           |                   |
| Contractual Services                |               |                           |                   |
| Audit Costs                         |               |                           |                   |
| Consumable Supplies                 |               |                           |                   |
| Telephone                           |               |                           |                   |
| Postage and Shipping                |               |                           |                   |
| Occupancy                           |               |                           |                   |
| a. Rent                             |               |                           |                   |
| b. Utilities                        |               |                           |                   |
| c. Other                            |               |                           |                   |
| Equipment Lease                     |               |                           |                   |
| Equipment Maintenance               |               |                           |                   |
| Printing & Publications             |               |                           |                   |
| Travel                              |               |                           |                   |
| a. Local Travel                     |               |                           |                   |
| b. Out of Town Travel               |               |                           |                   |
| Conferences, Meetings, Etc.         |               |                           |                   |
| Direct Assistance to Beneficiaries  |               |                           |                   |
| Membership Dues                     |               |                           |                   |
| Equipment, Land, Buildings          |               |                           |                   |
| Insurance                           |               |                           |                   |
| Fuel and Vehicle Maintenance        |               |                           |                   |
| <b>Total Operating Costs</b>        |               |                           |                   |
|                                     |               |                           |                   |
| <b>Total Direct Costs</b>           |               |                           |                   |
| (Personnel & Operating)             |               |                           |                   |
|                                     |               |                           |                   |
| Indirect Costs                      |               |                           |                   |
| (%; attach Rate Letter)             |               |                           |                   |
|                                     |               |                           |                   |
| TOTAL PROGRAM EXPENSES              |               |                           |                   |

### INSTRUCTIONS - APPENDIX #3: Revenue Summary Form Submit this form in *Excel* in Separate Attachment

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 column. 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:

<u>Fees from Federal Government Agencies</u> are fees paid to the Agency by a unit of Federal government for goods or services provided as a contractor other than Medicaid.

<u>Grants from Federal Government Agencies</u> are funds paid to the agency as a recipient or subrecipient 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.]

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

<u>Fees from State Government Agencies</u> are fees paid to the Agency by a unit of State government for goods or services provided as a contractor.

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

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

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

<u>Total Revenues from Government Sources</u>: 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.

United Way Revenue means all funding provided by the United Way of Central New Mexico.

Other Revenue means income to the agency from sources not falling into another category.

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

### APPENDIX #3: Revenue Summary Form in Word Sample Only – Must use Excel in Submission

1. Applicant Agency:

| 2. Project Title:   |                 |                    |                  |                     |
|---|-----------------|--------------------|------------------|---------------------|
| Revenue Sources   | Agency<br>Total | % of Agency Budget | Program<br>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) |                 |                    |                  |                     |
| <b>Grants from Federal Government Agencies:</b>   |                 |                    |                  |                     |
|   |                 |                    |                  |                     |
| M P 'ID' I  |                 |                    |                  |                     |
| Medicaid Reimbursements:  |                 |                    |                  |                     |
| Other Federal Revenues:   |                 |                    |                  |                     |
|   |                 |                    |                  |                     |
| Subtotal Federal Agencies   |                 |                    |                  |                     |
| 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   |                 |                    |                  |                     |
| Sustain State Highlies  |                 |                    |                  |                     |
| <b>Revenues from County Government:</b>   |                 |                    |                  | 1                   |

| Revenues from the City of Albuquerque (including this proposal or contract):  (On separate lines, list each City-funded project and the amount of funding) |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
| Other Municipal Government Revenues:   |  |  |
|  |  |  |
| Subtotal Local Government  |  |  |
| TOTAL GOVERNMENT REVENUES FROM ALL SOURCES   |  |  |
|  |  |  |
| Other Revenue:   |  |  |
| Contributions  |  |  |
| Other Revenue  |  |  |
| Subtotal Other Revenues  |  |  |
|  |  |  |
| TOTAL REVENUE FROM ALL SOURCES:  |  |  |

### INSTRUCTIONS - APPENDIX #4: Project Budget Detail Form – Personnel Expenses Submit this form in *Excel* in Separate Attachment

- 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<br>Project | Position<br>Title | Salary for<br>the Project | Amount<br>Requested<br>From the<br>City | Percent Requested (Amount Requested / Salary to the Project) |
|-------------------|-------------------|---------------------------|---|--|
|                   |                   |                           |   |  |
| 1.0               | Case              | \$40,000                  | \$20,000                                | 50%  |
|                   | Manager           | ,                         |   |  |

This individual is dedicated full-time to this project, however their salary is covered 50% by the City and 50% by other funding sources.

| .50 | Case    | \$20,000 | \$15,000 | 75% |
|-----|---------|----------|----------|-----|
|     | Manager |          |          |     |

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.

| .50 | Case    | \$20,000 | \$20,000 | 100% |
|-----|---------|----------|----------|------|
|     | Manager |          |          |      |

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 the 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.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #4: Project Budget Detail Form – Personnel in Word – Sample Only – Must use Excel of Submission Page 1 of \_\_\_\_\_\_

| 2. Project T         |  |                           |                                      |   |
|----------------------|--|---------------------------|--------------------------------------|---|
|                      | el costs: Use this form to identify xpense Summary Form. One inc |                           |                                      |   |
| FTE<br>on<br>Project | Position Title   | Salary for the<br>Project | Amount<br>Requested from<br>the City | Percent Requested (Amount Requested / Salary for the Project) |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
| 4. Salaries          | & Wages  |                           |                                      |   |
| 5. Payroll 7         | Taxes & Employee Benefits*                                       |                           |                                      |   |
| 6. Total Pe          | rsonnel Costs  |                           |                                      |   |

### INSTRUCTIONS - APPENDIX #5: Program Budget Detail Form – Operating Expenses Submit this form in *Excel* in Separate Attachment

- 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 Operating Cost line item on the Expense Summary Form in APPENDIX #2. Use one line per expense included in project. Add rows and use additional sheets as necessary. The following illustration is provided for clarification purposes only.

Sample Illustration

| <u>Sumpre masauron</u>  | Project<br>Total | Amount<br>Requested | Amount<br>Other<br>Sources | Percent<br>Requested |
|---|------------------|---------------------|----------------------------|----------------------|
| Contractual Services  |                  |                     |                            |                      |
| Contractor #1: 50% of Contractor 1 costs at \$150 per month for 12 months | \$900            | \$450               | \$450                      | 50%                  |
| Contractor #2: 50% of Contractor 2 costs at \$150 per month for 12 months | \$900            | \$450               | \$450                      | 50%                  |
| Consumable Supplies   |                  |                     |                            |                      |
| Paper   | \$100            | \$50                | \$50                       | 50%                  |
| Pencils   | \$100            | \$25                | \$75                       | 25%                  |
| Travel  |                  |                     |                            |                      |
| Local Travel: 150 of miles/month * \$0.58/per mile * 12 months            | \$1,044          | \$1,044             | \$0                        | 100%                 |
| Direct Assistance to Beneficiaries  |                  |                     |                            |                      |
| Rental assistance for 50 clients at \$700 per month for 12 months         | \$420,000        | \$315,000           | \$105,000                  | 75%                  |

- □ Describe all elements included in the line item costs and indicate the basis used for determining the costs in the first column.
- ☐ In the column headed "Project Total" enter the agency total program costs of the line item.
- ☐ In the column headed "Amount Requested" enter the amount requested from the City.
- ☐ In the column headed "Amount Other Sources" enter the amount to be paid from other sources.

- ☐ In the column headed "Percent Requested" enter the percent of the total program expenditures requested from the City.
- ☐ Include detail for each separate item as shown in the above illustration (e.g., each contractor, each type of direct assistance to beneficiaries).
- □ If cost is allocated, provide the allocation plan.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #5: Program Budget Detail Form – Operating Expenses in Word – Sample Only – Must use Excel in Submission

| 1. Applicant Agency: | 1. | rippinount rigorioj. |  |  |  |  |
|----------------------|----|----------------------|--|--|--|--|
|----------------------|----|----------------------|--|--|--|--|

### 2. Project Title:

| 3. Direct and Indirect Costs:  |                  |                     |                            |                      |
|--|------------------|---------------------|----------------------------|----------------------|
| Line Item and Basis (Non-Personnel)  | Project<br>Total | Amount<br>Requested | Amount<br>Other<br>Sources | Percent<br>Requested |
| Contractual Services   |                  |                     |                            |                      |
| List all costs and assumptions in this area (e.g., 50% of Contractor #1 costs @ \$150 per month for 12 months) |                  |                     |                            |                      |
| Audit Costs  |                  |                     |                            |                      |
| Consumable Supplies  |                  |                     |                            |                      |
| Telephone  |                  |                     |                            |                      |
| Postage and Shipping   |                  |                     |                            |                      |
| Occupancy  |                  |                     |                            |                      |
| a. Rent  |                  |                     |                            |                      |
| b. Utilities   |                  |                     |                            |                      |
| c. Other   |                  |                     |                            |                      |
| <b>Equipment Lease/Purchase</b>  |                  |                     |                            |                      |
| Equipment Maintenance  |                  |                     |                            |                      |
|  |                  |                     |                            |                      |
| Printing & Publications  |                  |                     |                            |                      |
| Travel   |                  |                     |                            |                      |
|  |                  |                     |                            |                      |
| Conferences, Meetings, Etc.  |                  |                     |                            |                      |
| Direct Assistance to Beneficiaries   |                  |                     |                            |                      |

| List all costs and assumptions in this area |  |  |
|---|--|--|
| e.g., Rental assistance for 50 clients at   |  |  |
| \$700 per month)                            |  |  |
|   |  |  |
|   |  |  |
| Membership Dues                             |  |  |
|   |  |  |
|   |  |  |
| <b>Equipment, Land, Buildings</b>           |  |  |
|   |  |  |
|   |  |  |
| Insurance                                   |  |  |
|   |  |  |
| Fuel and Vehicle Maintenance                |  |  |
|   |  |  |
| <b>Total Operating Costs</b>                |  |  |

□ As applicable, attach cost allocation plan

### INSTRUCTIONS - APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule Submit this form in *Excel* in Separate Attachment

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. <u>As applicable, if a reimbursement will be based on a unit rate</u>, 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.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule in Word – Sample Only – Must use Excel in Submission

| 1. | Applicant Agency:             |                                       |                             |
|----|-------------------------------|---------------------------------------|-----------------------------|
| 2. | Proposal Title:               |                                       |                             |
| 3. | Amount and percent of to      | otal requested funds on a quarterly   | y basis:                    |
|    | Quarter Ending                | Amount to be Requested                | Percent of Total            |
|    |                               |                                       |                             |
|    |                               |                                       |                             |
|    | TOTAL                         |                                       |                             |
| Ex | xplanation if any projected d | rawdowns exceed 25% of the total      | al requested funds:         |
|    |                               |                                       |                             |
|    |                               |                                       |                             |
| 4. | As applicable: Reimburse      | ement Rate – only applicable to un    | nit of service contracts:   |
|    | Rate: §                       | per                                   | _(hour, client, etc.)       |
|    | Annual units:                 |                                       |                             |
| 5. | A a analicalita Data Israti   |                                       | of a consider a contractor. |
| ٥. | As applicable: Kale Justii    | fication – only applicable to unit of | of service contracts:       |
|    |                               |                                       |                             |

### **INSTRUCTIONS - APPENDIX #7: Applicant Work Program Summary**

The Work Plan requires activities to be aligned with outcomes and outputs must be specific and related to achieving the outcomes.

- Section 1. Enter the name of the agency.
- Section 2. Enter the project title, from the Proposal Summary and Certification form.
- Section 3. If the work summary is submitted as part of an initial Application (e.g.,RFP Offer), check the box marked "new"; if it is submitted as a contract renewal application, check the box "renewal"; if it is submitted as part of a request for work program revision, check the box marked "revision."
- Section 4. Project Description: Please enter a brief description of the proposed services
- Section 5. Measurable Results:
- A. Under the column headed "Major Project Services/Activities": enter the major activities/sub-activities to be undertaken through the project.
- B. Under "Timeframe": enter the quarters in the fiscal year that these activities will be performed / services will be provided
- C. Under column headed "Outputs from Requested City Funds": For each listed activity, enter the measurable outputs, such as the number of people served/service units, that match the requested City funding level and proposed budget allocation in Appendix #5. The expectation is that funding of service outputs are directly associated with the budget allocation and must not reflect funding from multiple sources per output. Please separate different outputs associated with an activity in different rows.
- D. Under "Measurable Outcomes": insert the applicable measurable outcomes from Section 4.0. An outcome is the specific benefit to well-being for the participant that results from the activity or services provided by your organization. Multiple outcomes associated with an activity may be listed in one row.
- E. Under "Outcome Progress Indicator": insert a measurable indicator from Section 4.0 or other applicable, measurable indicators of progress to achieve outcomes. An indicator is a measurable marker of progress that represents improvement as a result of the activity or services provided by your organization (for instance, % of customers who obtain and maintain permanent housing upon completion of the program as a measurable indicator of Increased Housing Stability).
- F. Under "Measurement Tool", enter the method /name of measurement tool you will use to collect data to report on outputs and progress to outcomes.

Applicants should not try to include every project activity, but should restrict entries to major activities for which measurable outputs and outcomes can be provided and for which they will be accountable if a contract is awarded.

Applicants may add additional pages as needed.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #7: Applicant Work Program Summary

| 1. Agency Name:  |           |   |                                 |                               |                        |
|--|-----------|---|---------------------------------|-------------------------------|------------------------|
| 2. Project Title   |           |   | 3. Applicant Type  ☐ New ☐ Rene | ewal   Revised                |                        |
| 4. Project Description:                                      |           |   |                                 |                               |                        |
| 5. Measurable Results: List the outcome indicators of progre |           |   | outs for each that will be a    | associated with City fu       | nds only, outcomes,    |
| Major Project Services/<br>Activities                        | Timeframe | Outputs from<br>Requested City<br>Funds | Outcomes                        | Outcome Indicator of Progress | Measurement<br>Tool(s) |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |

Format in landscape and add rows and pages as necessary

## City of Albuquerque Department of Health Housing & Homelessness APPENDIX #8: Representations and Certifications

As specified in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, §10(C)(4) the undersigned HEREBY GIVES ASSURANCE THAT:

- a) The Applicant Organization named below will comply and act in accordance with all federal laws and Executive Orders relating to the enforcement of civil rights, including but not limited to, Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Antidiscrimination in Employment, and Executive Order number 11246, Equal Opportunity in Employment; and
- b) That the Applicant Organization named below will comply with all New Mexico State Statutes and City Ordinances regarding enforcement of civil rights; and
- c) The Applicant Organization named below will comply and act in accordance all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Organization or which would be imposed on the City as a public entity; and
- d) That no funds awarded as a result of this request will be used for sectarian religious purposes, as specified in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, §10(C)(4), that: Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes, specifically that: a) there will be no religious test for admission for services; b) there will be no requirement for attendance at religious services; c) there will be no inquiry as to a client's religious preference or affiliation; d) there will be no proselytizing; and e) services provided will be secular and non-sectarian. However, eligible activities, as determined by the fund source, and inherently religious activities may occur in the same structure so long as the religious activity is voluntarily and separated in time and/or location.

| Organization Name                        |       |  |
|--|-------|--|
| Typed Name of Authorized Board Official: |       |  |
| Title:                                   |       |  |
|  |       |  |
| Signature:                               | Date: |  |

### City of Albuquerque Department of Health Housing & Homelessness APPENDIX #9: Attachments on File

*Instructions*: If the applicant has received a social services contract from the Department of Health, Housing and Homelessness within the past 12 months and submitted the required attachments, it is not necessary to resubmit the attachments if there has been no change in the information requested.

If the documents currently on file with the City remain current, check the box marked current. If there has been any change in status of documents currently on file (e.g., changes in board members, organizational structure, etc.) check the box marked "Revised Attached" and <u>submit the revised</u> <u>document with the program/project proposal.</u>

| Organization Name:                            |         |                     |
|---|---------|---------------------|
| Document                                      | Current | Revised<br>Attached |
| Certificate of Non-Profit Incorporation       |         |                     |
|   |         |                     |
| Articles of Incorporation                     |         | <u> </u>            |
| Current By-Laws                               |         |                     |
| Applicable Licenses                           |         |                     |
| Listing of Current Board Members              |         |                     |
| Current Organization Chart                    |         |                     |
| Travel Reimbursement Policies (if Applicable) |         |                     |
| Accounting Policies and Procedures            |         |                     |
| Personnel Policies and Procedures             |         |                     |
| Conflict of Interest Statement                |         |                     |
| New Mexico Certificate of Good Standing       |         |                     |
| Job Descriptions / Résumés of Key Personnel   |         |                     |
| Agency's Most Recent Audit                    |         |                     |

### City of Albuquerque Department of Health Housing & Homelessness

### **APPENDIX #10: Drug Free Workplace Requirement Certification Form**

The Organization certifies that it will provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Organization's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing a drug-free awareness program to inform employees of:
  - a. The dangers of drug use in the workplace;
  - b. The Organization's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of an agreement with the City be given a copy of the Organization's drug-free workplace statement.
- 4. Notifying each employer that as a condition of employment under the City's agreement, that employee will:
  - a. Abide by the terms of the Organization's drug-free workplace statement, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
- 5. Notifying the City of Albuquerque, Department of Health, Housing and Homelessness within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
- 6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
  - a. Taking appropriate personnel action against such an employee, up to and including termination;
  - b. or requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate Organization; and
- 7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.
- 8. The Organization also certifies that the Organization's drug-free workplace requirements will apply to all locations where services are offered under the agreement with the City of Albuquerque.

| Organization Name                         |       |  |  |  |
|---|-------|--|--|--|
| Typed Name of Authorized Board Official:_ |       |  |  |  |
| Title:                                    |       |  |  |  |
| Signature:                                | Date: |  |  |  |

### City of Albuquerque

# Department of Health Housing & Homelessness APPENDIX #11: Unique Entity Identification/SAM Registration Acknowledgement and Debarment, Suspension, Ineligibility and Exclusion Certification

| I,                | , as represe               | ntative of  | , hereby |
|-------------------|----------------------------|---|----------|
|                   |                            | ntative of  |          |
| System for Award  | Management (SAM).          |   |          |
| •                 | •                          | debarred, suspended or othervecutive branch of the federal go | •        |
| received by the ( | -                          | lebarment, suspension, inelig<br>Albuquerque, Department of   | •        |
| Organization Nam  | ne:                        |   |          |
| Organization Unio | que Entity ID (UEI):       |   |          |
| Typed Name of A   | uthorized Board Official:_ |   |          |
| Signature:        |                            | Date:   |          |

## City of Albuquerque Department of Health Housing & Homelessness APPENDIX #12: Certification of Receipt of Administrative Requirements

### The undersigned HEREBY CERTIFY THAT:

- 1. The agency/organization has received and reviewed a copy of the Administrative Requirements for Social Service Contracts Awarded Under the City of Albuquerque, as revised and effective July 1, 2023; and
- 2. The agency/organization named below will adhere to these *Administrative Requirements* in its operation of City-funded programs; and
- 3. The *Administrative Requirements* are shared and accessible to all relevant staff.

| Agency/Organization Name:               |                                  |
|---|----------------------------------|
|   |                                  |
| Typed Name of Authorized Board Official | Typed Name of Executive Director |
|   |                                  |
|   | <del></del>                      |
| Signature                               | Signature                        |
| Date:                                   | Date:                            |

### City of Albuquerque Department of Health Housing & Homelessness APPENDIX #14: City of Albuquerque Forms

Please utilize the links below to access and complete the below indicated required City of Albuquerque Forms. (Agencies can copy and paste the links into a browser to access the forms)

#### 1. City of Albuquerque Substitute W-9

City of Albuquerque Substitute W-9 and instructions are online at: https://www.cabq.gov/dfa/onlineservices/modified-w9-supplier-form

Please be sure to include an email address to receive invoicing communications such as purchase orders.

### 2. <u>Disclosure of Lobbying Activities</u>

Disclosure of Lobbying Activities form and instructions are online at: Instructions:

https://apply07.grants.gov/apply/forms/instructions/SFLLL 1 2-V1.2-Instructions.pdf

Form:

https://apply07.grants.gov/apply/forms/sample/SFLLL 1 2 P-V1.2.pdf

### 3. Albuquerque Pay Equity Initiative Form

All businesses submitting bids or proposals (to the City, County, or Water Authority) must include a valid Pay Equity Reporting Form with their bid or proposal. The required form and additional details about the initiative can be found at:

https://www.cabq.gov/gender-pay-equity-initiative

#### 4. Vendor Preference Form

### NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED

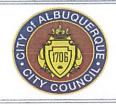
Vendor Preference Form and instructions are online at:

 $\underline{https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view}$ 

## City of Albuquerque Department of Health Housing & Homelessness APPENDIX #15: Medicaid Provider Status

Fill in the name of the Organization and the Authorized Official filling out this form. Check the appropriate box regarding Medicaid Provider Status of the Organization as it relates to the proposed program/project.

| Organization:  |   |
|--|---|
| Typed/Printed Name of Authorized Official of the Organization:   |   |
| Title of Program/Project:  |   |
|  |   |
| □ The Organization is currently an approved New Mexico Medicaid provider and will claims for reimbursement for covered services to eligible recipients of this program Reimbursement of services will be reported as Program Income and accounted for it accordance with 13.B. of the Administrative Requirements for Contracts Awarded Ucity of Albuquerque, as may be revised from time to time. | n |
| ☐ The Organization/organization is currently an approved New Mexico Medicaid prov<br>However, the participants in the program and/or the program services are not eligible<br>Medicaid reimbursement.  |   |
| ☐ The Organization/organization is NOT currently an approved New Mexico Medicai provider, but is in the process of applying for approval and expects to be approved by(date).  |   |
| ☐ The Organization/organization is NOT currently an approved New Mexico Medicai provider and does not plan to apply for approval due to the following:   | d |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| Signature: Date:   |   |



### CITY OF ALBUQUERQUE CITY COUNCIL

#### INTEROFFICE MEMORANDUM

TO:

Ethan Watson, City Clerk

FROM:

Chris Melendrez, Director, Council Services

SUBJECT: Mayor's Line Item Veto of R-22-91 Adjusting Fiscal Year 2022 Appropriations For Certain Funds And Programs To Provide For Actual Expenditures; Adjusting Fiscal Year 2023 Operating Appropriations; And Appropriating Capital Funds (Bassan, by

request)

DATE:

March 28, 2023

Council Bill No. R-22-91 adopted by the Council on February 22, 2023 was line-item vetoed by the Mayor via EC-23-259.

On March 20, 2023 the Council declined to Override the Mayor's line-item veto by a vote of 4 FOR and 5 AGAINST, therefore the Mayor's line-item veto is sustained.

For Override:

Bassan, Grout, Lewis, Sanchez

Against Override:

Benton, Davis, Fiebelkorn, Jones, Peña

I have attached the resolution as adopted by the Council, signed by the Council President, and as line-item vetoed by the Mayor. Please process the enactment as soon as possible.



#### TIMOTHY M. KELLER, MAYOR

### CITY OF ALBUQUERQUE OFFICE OF THE MAYOR/ CHIEF ADMINISTRATIVE OFFICE

#### INTEROFFICE MEMORANDUM

TO:

CITY COUNCIL

FROM:

TIMOTHY M. KELLER, MAYOR

**SUBJECT:** 

LINE ITEM VETO OF R-22-91 ADJUSTING FISCAL YEAR 2022 APPROPRIATIONS

FOR CERTAIN FUNDS AND PROGRAMS TO PROVIDE FOR ACTUAL EXPENDITURES;

ADJUSTING FISCAL YEAR 2023 OPERATING APPROPRIATIONS; AND

APPROPRIATING CAPITAL FUNDS (BASSAN, BY REQUEST)

DATE:

MARCH 8, 2023

After careful review of R-22-91, I am exercising my line-item veto authority on Section 10 restricting the use of budget savings from April 1, 2023 to June 20, 2023 to personnel costs. This language was offered by my Administration as an alternative to the proposed amendment to Section 7 reserving \$12,000,000 in the General Fund in Fiscal Year 2023 from estimated personnel and operational savings, working capital balance and/or additional revenues for Fiscal Year 2023. However, the two competing amendments when combined would severely limit our ability to close out the year and effectively deliver expected services and programs.

I have tremendous respect for the separation of powers in the City Charter, including the Council's appropriating duty, and the executive's responsibility to work within the budget and run the City consistent with that approved budget. We believe that these two amendments when combined, infringe upon that separation of powers fundamental to the executive's responsibility to administer and

### CITY OF ALBUQUERQUE CITY COUNCIL

### INTEROFFICE MEMORANDUM

TO:

Timothy M. Keller, Mayor

FROM:

Chris Melendrez, Director of Council Services William 3-2-23

SUBJECT: Transmittal of Legislation

Transmitted herewith is Bill No. R-22-91 Adjusting Fiscal Year 2022 Appropriations For Certain Funds And Programs To Provide For Actual Expenditures; Adjusting Fiscal Year 2023 Operating Appropriations; And Appropriating Capital Funds (Bassan, by request), which was passed at the Council meeting of February 22, 2023, by a vote of 9 FOR AND 0 AGAINST.

In accordance with the provisions of the City Charter, your action is respectfully requested.

# CITY of ALBUQUERQUE TWENTY-FIFTH COUNCIL

ENACTMENT NO. 3-2023-023 COUNCIL BILL NO. R-22-91 SPONSORED BY: Brook Bassan by request 1 RESOLUTION 2 ADJUSTING FISCAL YEAR 2022 APPROPRIATIONS FOR CERTAIN FUNDS AND 3 PROGRAMS TO PROVIDE FOR ACTUAL EXPENDITURES; ADJUSTING FISCAL 4 YEAR 2023 OPERATING APPROPRIATIONS; AND APPROPRIATING CAPITAL FUNDS. WHEREAS, expenditures in certain funds in Fiscal Year 2022 are projected 6 to exceed appropriations; and 8 WHEREAS, fund balance or revenues are available to fund these over expenditures or adjustments; and WHEREAS, adjustments are required for Fiscal Year 2023 appropriations; 10 11 and Bracketed/Underscored Material] - New 12 WHEREAS, appropriation adjustments for the operation of the City 13 government must be approved by the Council. 14 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF 15 ALBUQUERQUE: 16 Section 1. That the following amounts are hereby adjusted to certain 17 programs from unreserved fund balance, working capital balance and/or 18 additional revenues for Fiscal Year 2022: 19 GENERAL FUND - 110 20 Fire Department 21 **Emergency Response/Field Operations** 555.000 22 City Support Functions 23 **Dues and Memberships**. 35,000 24 **Early Retirement** 5,715,000 25 **GRT Administration Fee** 787,000 26 CITY/COUNTY FACILITIES FUND - 290

|  | 6.5 |  |                     |
|--|-----|--|---------------------|
|  | 1   |  |                     |
|  | 2   |  | (6,581,505)         |
|  | 3   | Transfer to Other Funds:   |                     |
|  | 4   | 850-8505-6   | 6,581,505           |
|  | 5   |  |                     |
|  | 6   | City Support Functions   |                     |
|  | 7   | General Obligation Bond Debt Service                             | 11,465,000          |
|  | 8   | PARKING FACILITIES OPERATING FUND – 641                          |                     |
|  | 9   | Municipal Development Department                                 |                     |
|  | 10  | Parking Services   | 168,000             |
|  | 11  | TRANSIT OPERATING FUND – 661                                     |                     |
|  | 12  | Transit Department   |                     |
|  | 13  | ABQ Rapid Transit  | (3,333,000)         |
|  | 14  | Facility Maintenance   | (317,000)           |
|  | 15  | Transfer to Other Funds:   |                     |
|  | 16  | Transfer to Transit Capital Fund (665)                           | 3,650,000           |
|  | 17  | GROUP SELF-INSURANCE FUND - 710                                  |                     |
| > :  | 18  | Human Resources Department                                       |                     |
| - New  | 19  | Group Self Insurance   | 147,000             |
|  | 20  | FLEET MANAGEMENT FUND - 725                                      |                     |
| Material]  | 21  | Finance and Administrative Services                              |                     |
|  | 22  | Fleet Management   | 952,000             |
| rscored  | 23  | Section 2. That the following appropriations are hereby m        | nade to the Capital |
| rscc   | 24  | Program to the specific funds and projects as indicated below    | for Fiscal Year     |
| nde  | 25  | 2022:  |                     |
| ed/Unde  | 26  | Municipal Development/Fund 305                                   |                     |
| etec   | 27  | C/C Bldg Transfer from Fund 290                                  | 6,581,505           |
| Bracketed/Underscored<br>Bracketed/Strikethrough | 28  | Transit/Fund 665   |                     |
| 8  | 29  | BRT Small Start 5309 Grant Transfer from Fund 661                | 3,650,000           |
| 00   | 30  | Section 3. That the following technical correction be made       | le to the program   |
|  | 31  | name within C/S R-22-24 for Municipal Development Departme       | ent Fund 110: On    |
|  | 32  | page 5, line 18, replace "Streets with Street Services' and on p | page 5, line 19,    |
|  | 33  | replace "Street Services" with "Streets".                        |                     |
|  |     |  |                     |

|                         |  |   |   | •              |  |  |  |  |
|-------------------------|--|---|---|----------------|--|--|--|--|
|                         |  | 1   | Section 4. That the following technical correction be made to t                             | he program     |  |  |  |  |
|                         |  | 2   | name within C/S R-22-24 for Group Self Insurance Fund 710: On pag                           | ge 11, line 27 |  |  |  |  |
|                         |  | 3   | entitled "Insurance and Administration", change to "Group Self Insu                         | urance".       |  |  |  |  |
|                         |  | 4   | Section 5. That the amount of \$4,300,000 reserved in C/S R-22-                             | 24 for         |  |  |  |  |
|                         |  | 5   | retention incentive for City employees in Fiscal Year 2023 is hereby                        | unreserved     |  |  |  |  |
|                         |  | 6   | and appropriated for its intended purpose.  |                |  |  |  |  |
|                         |  | 7   | Section 6. That the amount of \$12,000,000 reserved in C/S R-22                             | 2-24 for the   |  |  |  |  |
|                         |  | 8   | EDA Downtown Valley Project in Fiscal Year 2023 is hereby unreser                           | ved.           |  |  |  |  |
|                         |  | 9   | Section 7. That the amount of \$8,000,000 is hereby reserved in                             | the General    |  |  |  |  |
|                         |  | 10  | Fund in Fiscal Year 2023 for personnel wage equity initiatives and upon                     |                |  |  |  |  |
|                         |  | 11  | administrative approval of wage equity initiatives the amount is here                       | eby            |  |  |  |  |
|                         |  | 12 unreserved and will be distributed to the respective departments and |   |                |  |  |  |  |
|                         |  | 13  | by the Office of Budget and Management. That the amount of \$12,00                          | 0,000 is       |  |  |  |  |
|                         |  | 14  | hereby reserved in the General Fund in Fiscal Year 2023 from estima                         | ated           |  |  |  |  |
|                         |  | 15  | personnel and operational savings, working capital balance and/or a                         | dditional      |  |  |  |  |
|                         | 16 revenues for Fiscal Year 2023. The Office of Management and Budge |   |   |                |  |  |  |  |
|                         | _  | 17  | reduce certain program budgets after review of 2 <sup>nd</sup> Quarter projections and will |                |  |  |  |  |
| New                     | Deletion   | 18  | notify Council which programs were reduced by the March 6, 2023 Council                     |                |  |  |  |  |
| ž                       | Del  | 19  | meeting.  |                |  |  |  |  |
| a                       | - ₩  | 20  | Section 8. That the following amounts are hereby appropriated to the                        |                |  |  |  |  |
| laterial                | teri   | 21  | following programs from unreserved fund balance and/or working capital                      |                |  |  |  |  |
| M                       | Ma   | 22  | balance for Fiscal Year 2023:   |                |  |  |  |  |
| Bracketed/Underscored N | [Bracketed/Strikethrough-Waterial] -                                 | 23  | GENERAL FUND – 110  |                |  |  |  |  |
| rsc                     | #4   | 24  | Animal Welfare Department   |                |  |  |  |  |
| Inde                    | <del>ket</del>   | 25  | Animal Care Center  | 2,174,000      |  |  |  |  |
| d/U                     | SEE.   | 26  | Arts and Culture Department   |                |  |  |  |  |
| cete                    | <del>pa</del>  | 27  | Biological Park   | 201,000        |  |  |  |  |
| rac                     | <del>*</del> et  | 28  | CABQ Media  | 8,000          |  |  |  |  |
| <u>B</u>                | Bra(   | 29  | CIP Bio Park  | 3,000          |  |  |  |  |
|                         |  | 30  | Community Events  | 56,000         |  |  |  |  |
|                         | ;  | 31  | Museum  | 38,000         |  |  |  |  |
|                         |  | 32  | Museum-Balloon  | 12,000         |  |  |  |  |
|                         | ,  | 33  | Public Arts and Urban Enhancement   | 7,000          |  |  |  |  |
|                         |  |   |   |                |  |  |  |  |

|                       |  | 1  | Public Library                                 | 28 | 254,000     |
|-----------------------|--|----|--|----|-------------|
|                       |  | 2  | Strategic Support                              |    | 19,000      |
|                       |  | 3  | <b>Chief Administrative Officer Department</b> |    |             |
|                       |  | 4  | Chief Administrative Office                    |    | 8,000       |
|                       |  | 5  | City Support                                   |    |             |
|                       |  | 6  | Transfer to Other Funds:                       |    |             |
|                       |  | 7  | Operating Grants Fund (265)                    |    | 2,000,000   |
|                       |  | 8  | Capital Acquisition Fund (305)                 |    | 11,041,000  |
|                       |  | 9  | Civilian Police Oversight Agency               |    |             |
|                       |  | 10 | Civilian Police Oversight Agency               |    | 195,000     |
|                       |  | 11 | Community Safety Department                    |    |             |
|                       |  | 12 | Strategic Support                              |    | 29,000      |
|                       |  | 13 | Field Response                                 |    | 49,000      |
|                       |  | 14 | Council Services Department                    |    |             |
|                       |  | 15 | Council Services                               |    | 391,000     |
| - New                 |  | 16 | <b>Economic Development Department</b>         |    |             |
|                       |  | 17 | Economic Development                           |    | 10,000      |
|                       | - New<br>Deletion                                | 18 | <b>Economic Development Investment</b>         |    | (1,000,000) |
|                       | - Ne<br>Del                                      | 19 | Office of MRA                                  |    | (2,998,000) |
|                       | <u></u>  | 20 | Transfer to Other Funds:                       |    |             |
|                       | Material   | 21 | Transfer to MRA Fund 275                       |    | 4,000,000   |
|                       | _ 2  |    | Environmental Health Department                |    |             |
|                       | ore  | 23 | Consumer Health                                |    | 17,000      |
| Bracketed/Underscored | Prsc<br>Prot                                     | 24 | <b>Environmental Services</b>                  |    | 2,000       |
|                       | nd<br>kett                                       | 25 | Strategic Support                              |    | 1,006,000   |
|                       | 0 tr   | 26 | Urban Biology                                  |    | 4,000       |
|                       | Bracketed/Underscored<br>Bracketed/Strikethrough | 27 | Family and Community Services Department       |    |             |
| •                     | rack<br>**                                       | 28 | Affordable Housing                             |    | (1,899,000) |
| [B                    | (B)  | 29 | Child and Family Development                   |    | 127,000     |
|                       | =  | 30 | Community Recreation                           |    | 91,000      |
|                       |  | 31 | Educational Initiatives                        |    | 5,000       |
|                       |  | 32 | Emergency Shelter                              |    | 5,000       |
|                       |  | 33 | Health and Human Services                      |    | 30,000      |
|                       |  |    |  |    |             |

| •                     | 1                    | Homeless Support Services                               | 7,000             |
|-----------------------|----------------------|---|-------------------|
|                       | 2                    | Mental Health   | 4,000             |
|                       | 3                    | Strategic Support                                       | 25,000            |
|                       | 4                    | Substance Abuse   | 8,000             |
|                       | 5                    | Transfer to other Funds:                                | ·                 |
|                       | 6                    | Capital Acquisition Fund (305)                          | 30,000            |
|                       | 7                    | \$30,000 is designated for the purpose of Mural Restora | ition at Kirtland |
|                       | 8                    | Park/Thomas Bell Community Center.                      |                   |
|                       | 9                    | Finance and Administrative Department                   |                   |
|                       | 10                   | Accounting  | 31,000            |
|                       | 11                   | Office of Management and Budget                         | 2,000             |
|                       | 12                   | Purchasing  | 20,000            |
|                       | 13                   | Strategic Support                                       | (200,000)         |
|                       | 14                   | Treasury  | 8,000             |
|                       | 15                   | Fire Department   |                   |
|                       | 16                   | Dispatch  | 3,000             |
|                       | _ 17                 | Emergency Services                                      | 6,000             |
| ≩                     | Deletion<br>19<br>81 | Fire Prevention/FMO                                     | 128,000           |
| - New                 | <u>ම</u> 19          | Headquarters  | 13,000            |
|                       | ± 20                 | Logistics/Planning32,000                                |                   |
| Material              | 20 21 21 22 22       | Office of Emergency Management                          | 98,000            |
|                       | <b>₹</b> 22          | Training  | 2,000             |
| Bracketed/Underscored | 23                   | General Services Department                             |                   |
| rsc                   | 23<br>24<br>25<br>26 | Energy and Sustainability                               | 3,000             |
| nde                   | 25                   | Facilities  | (4,956,000)       |
| d/D                   | 26                   | Gibson Health Hub                                       | (4,996,000)       |
| ete                   | 27                   | Security  | 602,000           |
| rack                  | 27<br>28<br>29<br>29 | Human Resources Department                              | •                 |
| <u>ത</u>              | 29                   | Personnel Services                                      | 23,000            |
|                       | <b>30</b>            | Legal Department  |                   |
|                       | 31                   | Legal Services  | 98,000            |
|                       | 32                   | Office of Equity and Inclusion                          | 6,000             |
|                       | 33                   | Mayor's Office  | ,                 |
|                       |                      | •   | ,                 |

|                       | 1                       | Mayor's Office  | 6,000           |
|-----------------------|-------------------------|---|-----------------|
|                       | 2                       | Municipal Development Department                            |                 |
|                       | 3                       | Construction  | 13,000          |
|                       | 4                       | Design Recovered CIP  | 14,000          |
|                       | 5                       | Design Recovered Storm                                      | 17,000          |
|                       | 6                       | Real Property   | 7,000           |
|                       | 7                       | Storm Drainage  | 14,000          |
|                       | 8                       | Strategic Support   | (426,000)       |
|                       | 9                       | Streets   | 33,000          |
|                       | 10                      | Street Services   | 46,000          |
|                       | 11                      | Transfer to other Funds:                                    |                 |
|                       | 12                      | Capital Acquisition Fund (305)                              | 825,000         |
|                       | 13                      | \$650,000 is designated for Broadway Blvd Pedestrian Multi- | Modal           |
|                       | 14                      | Streetscaping Improvements. \$150,000 is designated for Oc  | delia Road      |
|                       | 15                      | Striping Improvements from Broadway to University. \$25,00  | 0 is designated |
|                       | 16                      | for Rio Grande Road Improvements.                           |                 |
|                       | <u> </u>                | Office of the City Clerk                                    |                 |
| 3                     | Deletion<br>61<br>81    | Administrative Hearing Office                               | (147,000)       |
| - New                 | <u>a</u> 19             | Office of the City Clerk                                    | 189,000         |
| a                     | ± 20                    | Office of Inspector General                                 |                 |
| Material]             | Material 22             | Office of Inspector General                                 | 3,000           |
|                       | E 22                    | Office of Internal Audit and Investigations                 |                 |
| Bracketed/Underscored | 皇 23                    | Internal Audit  | 6,000           |
| rsc                   | ₹ 24                    | Parks and Recreation Department                             |                 |
| nde                   | Bracketed/Strikethrough | Aquatic Services  | 37,000          |
| N/p                   | 26                      | CIP Funded Employees  | 26,000          |
| ete                   | 27                      | Golf  | 50,000          |
| rack                  | 28                      | Open Space Management                                       | (90,000)        |
| 8                     | 29                      | Parks Management  | (491,000)       |
|                       | <sup>=</sup> 30         | Recreation  | 46,000          |
|                       | 31                      | Strategic Support   | (686,000)       |
|                       | 32                      | Transfer to Other Funds:                                    | * 49.5          |
|                       | 33                      | Capital Acquisition Fund (305)                              | 1,670,000       |
|                       |                         |   |                 |

|                      |                         | 1  | \$120,000 is designated for Los Duranes Park Exterior L        | ighting             |
|----------------------|-------------------------|----|--|---------------------|
|                      |                         | 2  | Planning Department  |                     |
|                      |                         | 3  | Code Enforcement   | 80,000              |
|                      |                         | 4  | One Stop Shop  | 105,000             |
|                      |                         | 5  | Strategic Support  | 1,726,000           |
|                      |                         | 6  | Urban Design and Development                                   | 21,000              |
|                      |                         | 7  | Police Department  |                     |
|                      |                         | 8  | Administrative Support   | 125,000             |
|                      |                         | 9  | Investigative Services   | 213,000             |
|                      |                         | 10 | Neighborhood Policing  | 141,000             |
|                      |                         | 11 | Office of the Superintendent                                   | 256,000             |
|                      |                         | 12 | Prisoner Transport   | 39,000              |
|                      |                         | 13 | Professional Accountability                                    | 252,000             |
|                      |                         | 14 | Senior Affairs Department                                      |                     |
|                      |                         | 15 | Basic Services   | 20,000              |
|                      |                         | 16 | Strategic Support  | 9,000               |
|                      | _                       | 17 | Well Being   | 146,000             |
| New                  | Deletion                | 18 | Technology and Innovation Department                           |                     |
| Ž                    | Del                     | 19 | AGIS   | (546,000)           |
| a                    | ÷                       | 20 | Citizen Services   | 71,000              |
| ater                 | <b>Material</b> ]       | 21 | Data Management for APD  | 7,000               |
| 1 Material           | Mat                     | 22 | Information Services   | 58,000              |
|                      | #                       | 23 | LG Abatement Fund – 201  |                     |
| rsc                  | HOE                     | 24 | Family and Community Services Department                       |                     |
| nde                  | ket!                    | 25 | Treatment of Opioid Use Disorder                               | 2,407,000           |
| n/p                  | Stri                    | 26 | These funds are designated for treatment of Opioid Use Diso    | rder, including but |
| Bracketed/Underscore | Bracketed/Strikethrough | 27 | not limited to, expanding availability and access to treatment | , increasing        |
| rack                 | *et                     | 28 | program oversight, intervention services, and trauma treatme   | ent.                |
| <u> </u>             | grat                    | 29 | Supportive Services for Treatment and Recovery                 | 1,204,000           |
|                      |                         | 30 | These funds are designated for the support of persons in rec   | overy from Opioid   |
|                      |                         | 31 | Use Disorder, including but not limited to, providing compreh  | nensive wrap-       |
|                      |                         | 32 | around services and full continuum of care, counseling, acce   | ss to housing,      |
|                      |                         | 33 | community support services, transportation, training and edu   | ıcation.            |

|                           | 1  | Other Strategies   | 1,204,000        |  |  |  |  |  |  |  |
|---------------------------|----|--|------------------|--|--|--|--|--|--|--|
|                           | 2  | These funds are designated for other Opioid treatment support pro      | ograms           |  |  |  |  |  |  |  |
|                           | 3  | including but not limited to, connecting people with the care need     | ed, training for |  |  |  |  |  |  |  |
|                           | 4  | emergency medical personnel, supporting first responders, peer support |                  |  |  |  |  |  |  |  |
|                           | 5  | programs, addressing the needs of criminal justice-involved perso      | ons,             |  |  |  |  |  |  |  |
|                           | 6  | addressing the needs of pregnant or parenting women, and over p        | rescription      |  |  |  |  |  |  |  |
|                           | 7  | prevention and education.  |                  |  |  |  |  |  |  |  |
|                           | 8  | COMMUNITY DEVELOPMENT FUND - 205                                       |                  |  |  |  |  |  |  |  |
|                           | 9  | Family and Community Services Department                               |                  |  |  |  |  |  |  |  |
|                           | 10 | Community Development Block Grant                                      | (5,163,000)      |  |  |  |  |  |  |  |
|                           | 11 | SENIOR SERVICES PROVIDER FUND – 250                                    |                  |  |  |  |  |  |  |  |
|                           | 12 | Senior Affairs Department  |                  |  |  |  |  |  |  |  |
|                           | 13 | Senior Services Provider   | 1,982,000        |  |  |  |  |  |  |  |
|                           | 14 | OPERATING GRANTS FUND – 265  |                  |  |  |  |  |  |  |  |
|                           | 15 | Family and Community Services Department                               |                  |  |  |  |  |  |  |  |
|                           | 16 | Housing Vouchers   | 2,000,000        |  |  |  |  |  |  |  |
| _                         | 17 | Finance and Administrative Services Department                         |                  |  |  |  |  |  |  |  |
| Deletion                  | 18 | ARPA Administrative  | 296,653          |  |  |  |  |  |  |  |
| Dele                      | 19 | LAW ENFORCEMENT PROTECTION PROJECTS FUND - 280                         |                  |  |  |  |  |  |  |  |
| 1 =                       | 20 | Police Department  |                  |  |  |  |  |  |  |  |
| aterial]                  | 21 | Law Enforcement Protection Act   | 672,000          |  |  |  |  |  |  |  |
|                           |    | Crime Lab  | 200,000          |  |  |  |  |  |  |  |
| Bracketed/Strikethrough M | 23 | Law Enforcement Recruitment Fund (LERF)                                | 5,000,000        |  |  |  |  |  |  |  |
| HOA                       | 24 | Law Enforcement Retention Fund (LERF-DPS)                              | 495,000          |  |  |  |  |  |  |  |
| (eth                      | 25 | GAS TAX ROAD FUND - 282  |                  |  |  |  |  |  |  |  |
| EES                       | 26 | Municipal Development Department                                       |                  |  |  |  |  |  |  |  |
| /pa                       | 27 | Street Services  | 18,000           |  |  |  |  |  |  |  |
| ket                       | 28 | AVIATION OPERATING FUND - 611  |                  |  |  |  |  |  |  |  |
| 3rae                      | 29 | Aviation Department  |                  |  |  |  |  |  |  |  |
| =                         | 30 | Transfer to Capital Acquisition Fund (305)                             | 40,000           |  |  |  |  |  |  |  |
|                           | 31 | REFUSE DISPOSAL OPERATING FUND – 651                                   |                  |  |  |  |  |  |  |  |
|                           | 32 | Solid Waste Management Department                                      |                  |  |  |  |  |  |  |  |
|                           | 33 | Clean City   | 1,500,000        |  |  |  |  |  |  |  |

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|          | 1  | Transfer to Other Funds:  |                                    |                |  |  |  |  |
|----------|--|---|------------------------------------|----------------|--|--|--|--|
|          | 2 Transfer to Capital Acquisition Fund (305)   |   |                                    |                |  |  |  |  |
|          | , <b>3</b>   | TRANSIT OPERATING FUND -  | <u>661</u>                         |                |  |  |  |  |
| i        | 4  | Transit Department  |                                    |                |  |  |  |  |
|          | 5  | <b>ABQ</b> Rapid Transit  |                                    | 13,000         |  |  |  |  |
|          | 6  | ABQ Ride  |                                    | 400,000        |  |  |  |  |
|          | 7  | <b>Facility Maintenance</b>   |                                    | 17,000         |  |  |  |  |
| •        | 8  | Paratransit Services  |                                    | 126,000        |  |  |  |  |
|          | 9  | Strategic Support   | •                                  | 33,000         |  |  |  |  |
|          | 10   | Transfer to Other Funds:  |                                    |                |  |  |  |  |
|          | 11   | Transfer to Capital A   | cquisition Fund (305)              | 27,000         |  |  |  |  |
|          | 12   | SPORTS STADIUM OPERATING  | FUND – 691                         | -              |  |  |  |  |
|          | 13   | General Services Department   | ·                                  |                |  |  |  |  |
|          | 14   | Stadium Operations  |                                    | 2,000          |  |  |  |  |
|          | 15   | Section 9. That the following                                       | g appropriations are hereby made   | to the Capital |  |  |  |  |
|          | 16   | Program to the specific funds a                                     | nd projects as indicated below for | Fiscal Year    |  |  |  |  |
| ı.       | <sub>=</sub> 17  | 2023:   |                                    |                |  |  |  |  |
|          | - New<br>Deletion<br>61 81   | Department/Fund   | Source                             | <u>Amount</u>  |  |  |  |  |
|          | - New<br>Deleti  | Metropolitan Redevelopment Ag                                       | ency/Fund 275                      |                |  |  |  |  |
|          | <u>a</u> ± 20  | Brownsfield   | Contrib. in Aid                    |                |  |  |  |  |
|          | Material 72 22 22 22 22 22 22 22 22 22 22 22 22  | The scope of the project is to pr                                   | ovide brownfield remediation loan  | s according to |  |  |  |  |
|          | _!>  | EPA Brownfield Revolving Loan Fund (BL98667301) Close Out Agreement |                                    |                |  |  |  |  |
|          | 23 ± 23  | (CCN202000531)  | ·                                  |                |  |  |  |  |
|          | [Bracketed/Underscored<br>Bracketed/Strikethrough   65 8 2 2 9 5 7 8 6 8 6 8 7 8 9 6 9 6 9 6 9 9 9 9 9 9 9 9 9 9 9 9 9 | Property Management   | Misc. Revenues                     | (139,119)      |  |  |  |  |
|          | D 25   | Transfer to F110 Abq Dev  | Misc. Revenues                     | 119,821        |  |  |  |  |
|          | 구<br>*** 26  | Downtown Redevelopment  | Misc. Revenues                     | 1,000          |  |  |  |  |
|          | e e e e e e e e e e e e e e e e e e e  | Social Security Sidewalks   | Misc. Revenues                     | 53,774         |  |  |  |  |
|          | 28 <del>kg</del> 28  | Social Security Barricades  | Misc. Revenues                     | 50,000         |  |  |  |  |
| <u>B</u> | <u>m</u> 29  | Office of Economic Dev.   | Misc. Revenues                     | (23,384)       |  |  |  |  |
|          | 30   | Com Eco Trn Prog  | Misc. Revenues                     | (44,894)       |  |  |  |  |
|          | 31   | Sawmill Comm Land Trust   | Misc. Revenues                     | 489            |  |  |  |  |
|          | 32   | Railyard Development  | Misc. Revenues                     | 19,000         |  |  |  |  |
|          | 33   | MRA Account   | Misc. Revenues/Trnf from F110      | 5,159,454      |  |  |  |  |
|          | 33   | mitter rioodant   |                                    | 0,100,404      |  |  |  |  |

|        | 1  | Railyard Film   | Misc. Revenues                            |              | 21,000     |   |  |  |  |
|--------|----|---|---|--------------|------------|---|--|--|--|
|        | 2  | East Downtown   | Misc. Revenues                            |              | 645,280    |   |  |  |  |
|        | 3  | 3 The scope of the project is for the redevelopment of Central Avenue from F    |   |              |            |   |  |  |  |
|        | 4  | Street east to 1-25.  |   |              |            |   |  |  |  |
|        | 5  | Sawmill Arts & Entertainme  | ent                                       |              |            |   |  |  |  |
|        | 6  | The scope of the project is for t   | he development of the Saw                 | mill Arts &  |            |   |  |  |  |
|        | 7  | Entertainment District within the   | e Sawmill/Wells Park Metro                | politan      |            |   |  |  |  |
|        | 8  | Redevelopment Area.   |   |              |            |   |  |  |  |
|        | 9  | Metro Redevelopment   | Misc. Revenues                            |              | 13,022     |   |  |  |  |
|        | 10 | Council Services/Fund 305   |   |              |            |   |  |  |  |
|        | 11 | Council Projects  | Transfer from Fund 110                    |              | 150,000    |   |  |  |  |
|        | 12 | Finance and Administration/Fund 305   |   |              |            |   |  |  |  |
|        | 13 | Lease Administration  | Transfer from Fund 110                    |              | 41,000     |   |  |  |  |
|        | 14 | Lease Administration  | Transfer from Fund 611                    |              | 40,000     |   |  |  |  |
|        | 15 | Lease Administration  | Transfer from Fund 651                    |              | 27,000     |   |  |  |  |
|        | 16 | Lease Administration  | Transfer from Fund 661                    | 8            | 27,000     |   |  |  |  |
| =      | 17 | General Services/Fund 305   |   |              |            |   |  |  |  |
| 000    | 18 | GSD City Vehicles   | Transfer from Fund 110                    |              | 850,000    |   |  |  |  |
| ב      | 19 | City Building Renovations   | Transfer from Fund 110                    | 3            | 3,000,000  |   |  |  |  |
| 1      | 20 | Of this amount, \$1,000,000 is allocated to renovations and improvements to the |   |              |            |   |  |  |  |
| 21.103 | 21 | Ninth Floor of City of Albuquerque Government Center.                           |   |              |            |   |  |  |  |
| MICH   | 22 | Municipal Development/Fund 305  |   |              |            |   |  |  |  |
|        | 23 | City Building Improv. & Rehab   | Transfer from Fund 110                    | 7            | 7,000,000  |   |  |  |  |
|        | 24 | Parks and Recreation/Fund 305   |   |              |            |   |  |  |  |
|        | 25 | Urban Forestry  | Transfer from Fund 110                    |              | 200,000    |   |  |  |  |
|        | 26 | 2% Open Space Land Acq. '21   | Transfer from Fund 110                    |              | 150,000    |   |  |  |  |
| 3      | 27 | USS Albuquerque Sail Project  | Transfer from Fund 110                    |              | 700,000    |   |  |  |  |
|        | 28 | <b>Urban Tree Canopy Grant Prgm</b>   | Transfer from Fund 110                    |              | 500,000    |   |  |  |  |
| Š      | 29 | Section 10: That in order to  | help maintain structural b                | alance in th | e General  |   |  |  |  |
| -      | 30 | Fund for Fiscal Year 2024; from   | <del>April 1, 2023 to June 30, 20</del> 2 | 23, all budg | et savings | 1 |  |  |  |
|        | 31 | resulting from vacant budgeted  | positions for the fourth q                | uarter, refe | rred to as | 1 |  |  |  |
|        | 32 | "salary savings", must not be e   | xpended for any other pur                 | pose than    | personnel  |   |  |  |  |
|        |    |   |   |              |            |   |  |  |  |

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|                       | 14  | APPROVED THIS                           | DAY                                     | OF Ma             | ich                       | , 2023                  |               |
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| 2                     | 17  |   |   |                   |                           |                         |               |
| - New                 | 18  | Bill No. R-22-91                        |   |                   |                           |                         |               |
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| T                     | 20  |   |   |                   | n en graden en er<br>Augs |                         |               |
| d Material H          | 21  |   | ot                                      | / 3/              |                           |                         |               |
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|                       |     |   | Timoth                                  | M. Keller,        | Mayor                     |                         |               |
| rsc                   | 24  |   | City of A                               | lbuquerqu         | ie .                      |                         |               |
| -Bracketed/Underscore | 25  | On March 20, 2023 t                     | he Counci                               | l declin          | ed to Overr               | ide the May             | or's          |
| O/S                   | 26  | line-item veto by a Mayor's line-item v | vote of eto is su                       | 4 FOR an stained. | d 5 AGAINST<br>See March  | , therefore 20, 2023 Jo | the<br>ournal |
| eel/                  | 27  | ATTEST:                                 |   |                   | for vote d                | etails.                 |               |
| rack<br>Ket           | 28  |   |   |                   |                           |                         |               |
| 一 克克                  | 29  |   | To Market and To Market                 |                   |                           |                         |               |
| I                     | 30  | Ethan Watson, City Cle                  | rk                                      |                   |                           |                         |               |
|                       | 32  |   | **                                      |                   |                           |                         |               |
|                       | 33  |   |   | 11                |                           |                         |               |

# CITY of ALBUQUERQUE TWENTY FIFTH COUNCIL

ENACTMENT NO. 3-2022-040 COUNCIL BILL NO. R-22-32 SPONSORED BY: Klarissa J. Peña 1 RESOLUTION CREATING THE CITY OF ALBUQUERQUE LG ABATEMENT FUND 201 TO 2 3 ACCOUNT FOR OPIOID SETTLEMENT PROCEEDS AND RELATED 4 EXPENDITURES. 5 WHEREAS, on February 24, 2022, the National Prescription Opiate 6 Litigation Plaintiffs' Executive Committee confirmed participation of over 90% 7 of litigating local governments nationwide in the \$26 billion global opioid 8 settlements finalized with three drug distributors, AmerisourceBergen, Cardinal Health and McKesson, and opioid manufacturer Johnson & Johnson; 9 10 and WHEREAS, the settlements require that 85% of funds be allocated to programs that will help address the ongoing opioid crisis through treatment, education and prevention efforts; and WHEREAS, allowable opioid related expenditures are those consistent with the categories enumerated in Exhibit E to the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at https://nationalopioidsettlement.com/; and WHEREAS, initial deposits for the settlements were put into escrow in 2021, and the first round of funding for the programs could be delivered as soon as May 2022; and WHEREAS, in total, the settling distributors will make eighteen (18) annual payments to settling states and entities; and 23 WHEREAS, the City of Albuquerque has entered into the New Mexico 24 Opioid Allocation Agreement (the Agreement) with the State of New Mexico, which dictates how funds will be distributed between participating state 25

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agencies and local governments; and

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| WHEREAS, the Agreement requires the Settlement Administrator to first            |
|--|
| pay for the cost of their services, and then allocate 45% the remaining funds to |
| the State of New Mexico (State Share), and 55% to participating local            |
| governments (LG Share); with the City of Albuquerque receiving 22.75% of the     |
| LG Share; and  |
| WHEREAS, the Agreement requires that participating local governments             |
| create a separate fund or project that is designated for the receipt and         |
| expenditure of their LG Share portion and shall be named the "LG Abatement       |
| Fund"; and   |
| WHEREAS creation of the LG Abatement Fund is necessary and timely                |

WHEREAS, creation of the LG Abatement Fund is necessary and timely for receipt, appropriation and expenditure of the opioid settlement proceeds.

BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF ALBUQUERQUE:

SECTION 1. The City of Albuquerque LG Abatement Fund 201 is created, for the purpose of receipt and expenditure of opioid settlement claim funds as required by the New Mexico Opioid Allocation Agreement, attached hereto.

SECTION 2. Funds in a LG Abatement Fund may be expended by the City only for opioid related expenditures to help address the ongoing opioid crisis through treatment, education and prevention efforts. Funds in the LG Abatement Fund may not be expended for costs, disbursements, or payments made or incurred prior to the Settlement. The City may combine their respective portion of the LG Share with other local governments or the State of New Mexico.

SECTION 3. Opioid related expenditures are defined as an expenditure consistent with the categories enumerated in Exhibit E to the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement, and include the following Core Strategies, Approved Uses, and Other Strategies:

#### A. Core Strategies

- 1. Naloxone or other FDA-approved drug to reverse opioid overdoses.
- 2. Medication-assisted treatment (MAT) distribution and other opioid related treatment.
  - 3. Pregnant and postpartum women.

|                         | 1                                      | 4.                               | Expanding treatment for Neonatal Abstinence          |
|-------------------------|--|----------------------------------|--|
|                         | 2                                      | Syndrome (NAS).                  |  |
|                         | 3                                      | 5.                               | Expansion of warm hand-off programs and recovery     |
|                         | 4                                      | services.                        |  |
|                         | 5                                      | 6.                               | Treatment for incarcerated persons.                  |
|                         | 6                                      | 7.                               | Prevention programs.                                 |
|                         | 7                                      | 8.                               | Expanding syringe service programs.                  |
|                         | 8                                      | 9.                               | Evidence-based data collection and research          |
|                         | 9                                      | analyzing the effective          | ness of the abatement strategies within the state.   |
|                         | 10                                     | B. Approv                        | ved Uses   |
|                         | 11                                     | 1.                               | Treat Opioid Use Disorder (OUD).                     |
|                         | 12                                     | 2.                               | Support people in treatment and recovery.            |
|                         | 13                                     | 3.                               | Connect people who need help to the help they need   |
|                         | 14                                     | (Connections to Care).           |  |
|                         | 15                                     | 4.                               | Address the needs of criminal justice-involved       |
|                         | 16                                     | persons.                         |  |
|                         | _ 17                                   | 5.                               | Address the needs of pregnant or parenting women     |
| <b>§</b> ∶              | ੁੱ <b>18</b>                           | and their families, inclu        | iding babies with NAS.                               |
| Material+] - New        | 18<br>19<br>19                         | 6.                               | Prevent over-prescribing and ensure appropriate      |
| +                       | 1 20                                   | sing of opioids.                 |  |
| teri                    |  | 7.                               | Prevent misuse of opioids.                           |
|                         | <b>∄22</b>                             | 8.                               | Prevent overdose deaths and other harms (harm        |
| red                     | 23                                     | reduction).                      |  |
| rscc                    | 24                                     | C. Other S                       | trategies  |
| [+Bracketed/Underscored | 23<br>24<br>25<br>26<br>27<br>28<br>29 | 1.                               | First Responders.                                    |
| d/U                     | 26                                     | 2.                               | Leadership, planning, and coordination.              |
| cete                    | 27                                     | 3.                               | Training.  |
| ract                    | 28                                     | 4.                               | Research.  |
| +B                      | 29                                     | SECTION 4. Effec                 | ctive Date. The LG Abatement shall have an effective |
| L                       | <del>1</del> 30                        | date of July 1, 2022.            |  |
|                         | 31                                     |                                  |  |
|                         | 32                                     |                                  |  |
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| 8  |                          | Isaac Rei         | nton, Presi   | dent      | <del></del>       |
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| 17   | Bill No. R-22-32         |                   |               |           |                   |
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| ket (4) 28(  |                          |                   |               |           |                   |
| 3rac 29/200  | X 1 TV                   |                   |               |           |                   |
| 30   | Ethan Watson, City Clerk |                   |               |           |                   |
| 31   | , <b>,</b>               |                   |               |           |                   |
| 32   |                          |                   |               |           |                   |
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| 34   |                          |                   | 4             |           |                   |

# CITY of ALBUQUERQUE TWENTY SIXTH COUNCIL

ENACTMENT NO. \_ R. 2024.025 COUNCIL BILL NO. R-24-29 SPONSORED BY: Joaquín Baca, by request 1 RESOLUTION 2 APPROPRIATION OF OPIOID SETTLEMENT FUNDS. 3 WHEREAS, opioid abuse has devastated communities across the nation, 4 causing immense suffering, loss of life, and economic hardship; and 5 WHEREAS, legal action against opioid manufacturers and distributors have 6 resulted in substantial settlement funds aimed at addressing the widespread 7 damages caused by this crisis; and 8 WHEREAS, investing in addiction treatment programs and rehabilitation services can help individuals struggling with opioid addiction to recover and 9 10 rebuild their lives: and Bracketed/Strikethrough Material - Deletion 11 WHEREAS, providing resources for mental and behavioral health services Bracketed/Underscored Material] - New 12 can help to address the underlying issues that contribute to substance abuse and support individuals in achieving lasting recovery; and 13 14 WHEREAS, the federal Substance Abuse and Mental Health Services 15 Administration (SAMHSA) identifies 'Recovery Housing,' also known as Sober 16 Living Homes, as a vital component to the continuums of affordable housing 17 because sober living homes replicate normal, everyday life situations while 18 instilling healthy habits, helping to reduce the chance of relapse; and 19 WHEREAS, recovery housing acts as a supplement to an individual's 20 recovery and is an alternative to going from an immersive care environment 21 straight to a totally unstructured environment at home: and 22 WHEREAS, Recovery Residences are also designed for specific/special 23 populations such as language, gender, women with children, age, re-occurring 24 problems, medication status, prison reentry to society after incarceration, and 25 those that are unhoused; and

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| 1  | WHEREAS, the Substance Abuse and Mental Health Services                          |
|----|--|
| 2  | Administration (SAMHSA) has released a Best Practices for Recovery Housing       |
| 3  | Guide that informs service types and models for implementation; and              |
| 4  | WHEREAS, the City Council adopted R-23-174 that requires City Council            |
| 5  | approval to appropriate any opioid settlement funds.                             |
| 6  | BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF                 |
| 7  | ALBUQUERQUE:   |
| 8  | SECTION 1. APPROPRIATION. That opioid settlement funds in the amount             |
| 9  | of \$5,000,000.00 are hereby appropriated from Fund 201 to the Family and        |
| 10 | Community Services department.   |
| 11 | SECTION 2. USE OF FUNDS.   |
| 12 | A. The funds appropriated in Section 1 of this bill are to be used for           |
| 13 | acquisition, renovation, or expansion of transitional recovery temporary         |
| 14 | housing shelters as well as providing transitional recovery housing vouchers     |
| 15 | attached to the units and/or for operational funding to support a project-based  |
| 16 | recovery housing campus and solicitation for an operator of the transitional     |
| 17 | recovery housing project.  |
| 18 | B. No temporary housing facility funded by Opioid Settlement funds as            |
| 19 | outlined in this bill shall commence operations until a formal contract for      |
| 20 | Opioid treatment services, detailing specific treatment protocols and provider   |
| 21 | agreements, has been duly executed.  |
| 22 | C. The transitional recovery housing project funded by this bill shall be        |
| 23 | located in City Council District 2 or within 0.5 miles of the boundaries of City |
| 24 | Council District 2.  |
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| 1   | PASSED AND ADOPTED THIS 15th DAY OFApril_, 2024 |
|---|---|
| 2   | BY A VOTE OF:5 FOR4 AGAINST.                    |
| 3   |   |
| 4   | For: Baca, Bassan, Champine, Peña, Rogers       |
| 5<br>6  | Against: Fiebelkorn, Grout, Lewis, Sanchez      |
| 7   |   |
| 8   |   |
| 9   |   |
| 10  | Dan de  |
| 11  | Dan Lewis, President                            |
| 12  | City Council                                    |
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| 16  | APPROVED THIS 26 DAY OF Atl , 2024              |
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| 910 4 24  | Timothy M. Keller, Mayor                        |
| 9 25  | City of Albuquerque                             |
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| ± 4 30  | Ethan Watson, City Clerk                        |
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## **CITY OF ALBUQUERQUE**

### Albuquerque, New Mexico Office of the Mayor

Mayor Timothy M. Keller

#### INTER-OFFICE MEMORANDUM

March 11th, 2024

TO:

Dan Lewis, President, City Council

FROM:

Timothy M. Keller, Mayor

SUBJECT: Resolution to appropriate opioid settlement funds

The attached resolution proposes to appropriate \$5,000,000 of opioid settlement funds for the acquisition, renovation, or expansion of transitional recovery housing facilities. The funds will also provide for recovery housing vouchers and to support a project-based transitional recovery housing campus and provide for operational funding for the recovery housing.

Approved:

Approved as to Legal Form:

Samantha Sengel, EdD/Date

Chief Administrative Officer

3/12/2024 | 9:29 AM MDT

Date

City Attorney

Recommended:

3/11/2024 | 9:15 PM MDT

Director

#### **Cover Analysis**

#### 1. What is it?

A resolution to appropriate funding

#### 2. What will this piece of legislation do?

This resolution will appropriate \$5,000,000 of opioid settlement funding for transitional recovery housing facilities and operating expenses.

#### 3. Why is this project needed?

There is a lack of transitional recovery housing facilities in Albuquerque. Utilization of these funds will allow Family and Community Services to coordinate the acquisition, renovation, or expansion of transitional recovery housing facilities.

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

This resolution proposes to appropriate \$5,000,000 of funds received from the opioid settlement fund.

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

This appropriation is considered revenue in the amount of \$5,000,000.

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

If this resolution is not approved, the Department of Family and Community Services will not be able to move forward with funding transitional recovery housing facilities. Absent these facilities, persons seeking transitional recovery housing facilities may end up staying at temporary overnight shelters or continue to be unhoused.

#### 7. Is this service already provided by another entity?

There are other transitional recovery housing facilities in Albuquerque, however these existing facilities are unable to keep up with the demand for this housing type.

#### FISCAL IMPACT ANALYSIS

0:

FCS

201

| TITLE:                                    | APPROPRIATION OF OPIOID SETTLEMENT FUNDS  |  |           |           |      |    | R:<br>FUND: |     |           |  |
|---|---|--|-----------|-----------|------|----|-------------|-----|-----------|--|
|   |   |  |           |           |      |    |             | DEP | т:        |  |
| []  | No measurable fiscal appropriations.  | impact is anticipated, i.e., no impact on fund balance over and above existing |           |           |      |    |             |     |           |  |
| [X]                                       | (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows: |  |           |           |      |    |             |     |           |  |
|   |   |  |           | Fiscal Ye | ears |    |             |     |           |  |
|   |   |  | 2024      | 202       | 5    |    | 2026        |     | Total     |  |
| Base Salary/Wages<br>Fringe Benefits at   |   |  |           |           |      |    |             |     | -         |  |
| Subtotal Personnel                        |   |  |           |           |      |    |             |     | -         |  |
| Operating Expenses<br>Property            |   |  | 5,000,000 |           | _    |    |             |     | 5,000,000 |  |
| Indirect Costs                            |   |  | -         |           | -    |    | -           |     | -         |  |
| Total Expenses                            |   | \$   | 5,000,000 | \$        | -    | \$ |             | \$  | 5,000,000 |  |
| [] Estimated reven<br>[x] Estimated rever |   |  |           |           |      |    |             |     | 3,000,000 |  |
|   | Revenue   |  | 5,000,000 |           |      |    |             |     | 5,000,000 |  |
|   | Amount of Grant   |  |           |           | -    |    | -           |     | .,,       |  |
|   | City Cash Match<br>City Inkind Match  |  |           |           |      |    |             |     |           |  |
| <b></b>                                   | City IDOH   |  |           |           | _    |    | -           |     | _         |  |
|   |   |  |           |           |      |    |             |     |           |  |

<sup>5,000,000 \$</sup> These estimates do not include any adjustment for inflation.

Total Revenue

#### Number of Positions created

COMMENTS: This resolution proposes to appropriate \$5,000,000 of funds received from the opioid settlement fund. The funds appropriated in Section 1 of this bill are to be used for acquisition, renovation, or expansion of transitional recovery housing facilities as well as providing transitional recovery housing vouchers attached to the units and/or for operational funding to support a project-based recovery housing campus and solicitation for an operator of the transitional recovery housing project.

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

| PREPARED BY: Docusigned by: UNA M LIMAN 703FC7E1C708445    | 3/11/2024   9: | :15 PM MDT (         | APPROVED: —Docusigned by:  Gilburt Rami —F97050FAAC02484 | МъЗ/21/2024   9:15 РМ                 | 4 MDT        |             |
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<sup>\*</sup> Range if not easily quantifiable.

# City of Albuquerque Department of Health Housing & Homelessness Division of Behavioral Health and Wellness Request for Proposals from Non-Profit or Governmental Agencies for Recovery Housing for Fiscal Year 2025

RFP Number: RFP-2025-645-HHH-RM

#### REQUEST FOR PROPOSALS

#### Contents:

- 1.0 Background
- 2.0 Purpose, Deadline and Submission Method
- 3.0 Administrative Requirements and Guiding Regulations
- 4.0 Outcome Measures and Scope of Services
- 5.0 Eligible Responders
- 6.0 Eligible Beneficiaries
- 7.0 Technical Assistance
- 8.0 Instructions for Completing Proposal
- 9.0 Compliance with Social Services Contract Procurement Rules and Regulations
- **10.0** Review Criteria and Scoring Process
- 11.0 Submission Process
- 12.0 Proposal Checklist

#### 1.0 Background

The City of Albuquerque has established priorities for funding and they include the following goals:

Goal 1: Human and Family Development: People of all ages have the opportunity to participate in the community and economy and are well-sheltered, safe, healthy, and educated.

**Goal 2**: Public Safety: The public is safe and secure, and shares responsibility for maintaining a safe environment.

The Department of Health Housing & Homelessness strives to improve the quality of life for everyone in Albuquerque by supporting behavioral health, public health initiatives, affordable housing, and homeless services.

In addition, the Department of Health, Housing and Homelessness has established a priority to fund projects that address the Social Determinants of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety and social services<sup>1</sup>.

<sup>&</sup>lt;sup>2</sup> U.S. Department of Health and Human Services. Healthy People 2020 "Social Determinants of Health." 2015

This specific Request for Proposal addresses the intention of Increasing Behavioral Health Stability and Housing Stability by providing safe, recovery-oriented shelter environments paired with comprehensive supports that empower clients to achieve sustainable housing stability, maintain recovery, and enhance their overall well-being for those overcoming opioid use disorder (OUD) and/or polysubstance use while addressing other challenges.

The City of Albuquerque Department of Health, Housing, and Homelessness adopted a process to solicit and review project proposals through the promulgated rule update November 24, 2021, as specified in the <u>FCS Social Services Contracts Procurement Rule</u> available on the Department's website at

https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements.

Funds for projects in this RFP are subject to final approval of the City Council and availability of City General Funds and where applicable, receipt of state and/or federal grant funds.

#### 2.0 Purpose, Deadline, and Submission Method

The purpose of this Request for Proposals (RFP) is to solicit effective proposals from qualified non-profit organizations interested in providing services for the Gateway Recovery Community to provide housing and treatment to up to fifty (50) guests who are single adults who may have been released or discharged from a treatment facility or detention center, are unhoused or precariously housed, and have an Opioid Use Disorder (OUD) and/or polysubstance use disorder in recovery.

Proposals will be accepted until **4:00 pm on Friday**, **December 20**, **2024**, and must be submitted online through the City's Bonfire portal at:

https://cabq.bonfirehub.com/portal/?tab=openOpportunities

In order to submit, responders must be registered in the Bonfire system. Registration takes some time to complete. It is recommended responders register in advance of the deadline as late proposals will not be accepted. For information on how to access and interact with Bonfire, please visit <a href="https://cabq.bonfirehub.com/portal/support">https://cabq.bonfirehub.com/portal/support</a> or contact <a href="mailto:support@gobonfire.com">support@gobonfire.com</a>

#### 3.0 Administrative Requirements and Guiding Regulations

Potential responders to this RFP are strongly advised to become familiar with the content of the most current version of the publication entitled "Administrative Requirements for Social Service Contracts Awarded under the City of Albuquerque" (hereinafter referred to as the "Administrative Requirements"). The publication contains uniform administrative rules for contracts awarded pursuant to the Department's Social Services Program. Contractors are expected to understand and comply with all applicable rules contained within the publication, including but not limited to, appropriate accounting software systems producing a general ledger; adequate documentation retention of payables and receivables; and a payroll reporting system that demonstrates approval of timesheets and labor distribution reports.

The *Administrative Requirements* are available on the Department's website at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>.

Certain priority areas detailed below may also be required to comply with applicable sections of the most recent version of the *Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services* (hereinafter referred to as the "*Minimum Standards*"), depending on the proposal. Contractors are expected to understand and comply with all applicable rules contained within the publication. The *Minimum Standards* are available on the Department's website at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources">www.cabq.gov/health-housing-homelessness/partner-resources</a>.

#### 4.0 Outcome Measures and Scope of Services

#### 4.1 Outcome Measures and Social Determinants of Health

The City of Albuquerque is focused on improving the well-being of all people and has identified racial equity as a priority goal to address longstanding, racially disparate economic and social outcomes. In addition, the Department prioritizes investment in services that can demonstrate improved outcomes related to the customer's needs.

The City of Albuquerque is committed to providing cost-effective services that will improve the well-being of participants and Albuquerque as a whole. Respondents will be required to participate in evaluation activities that will be designed to protect individual privacy and aligned with the service delivery.

The Department has established a priority to fund projects that lead to improved outcomes to 1) Increase Behavioral Health Stability, 2) Increase Housing Stability, 3) Increase Public Safety, 4) Increase Individual and Family Resilience, and 5) Seniors are Able to Age with Dignity. This involves a focus on addressing the Social Determinants/Drivers of Health to achieve greater well-being and equity for all. Substantial evidence confirms the link between social, economic, and physical conditions and health outcome disparities. Social Determinants of Health include access to healthcare services, availability of services to support housing and behavioral health stability, lifelong education options, public safety, and social services<sup>2</sup>. Entities contracting with the Department may be expected to collect Social Determinants of Health data in a uniform manner to inform the City and public on unmet needs that need attention and aggregate progress of city-funded services.

#### **Explanation of Outcomes**

Offeror should select at least one primary indicator of progress that will be reported by race/ethnicity or other relevant demographics.

1) Increased Behavioral Health Stability: People who have otherwise experienced substance use and/or mental health disorders are actively engaged in services that address their identified needs and have reduced or eliminated the utilization of crisis services, are able to maintain employment and have increased daily functioning in the community and at home.

Indicators of progress during the service period may include:

- Progress on individual treatment plans
- Progress and completion of education and/or training

<sup>&</sup>lt;sup>2</sup> U.S. Department of Health and Human Services. Healthy People 2020 "Social Determinants of Health." 2015

- Increase of stable employment and income
- Obtainment of supportive housing with case management
- Reduction of crisis events and utilization of crisis services (metrics include 911 calls, emergency and inpatient hospital use, detox services, or interactions with the criminal justice system).
- 2) Increased Housing Stability: People who have otherwise been precariously housed or experienced homelessness maintain residence in a safe and affordable dwelling.

Indicators of progress during the service period may include:

- Successful placement in housing
- Retention of housing for 6, 12 and 18 months after placement
- Retention in a housing program and/or exit to permanent housing
- Obtainment of affordable housing (e.g., 30% or less of total household income)
- Reduction of homeless events as measured by data collection systems and use of emergency shelters.
- 3) Increased Public Safety: Through engaging in prevention and intervention programs, participants gain skills, knowledge and support in order to reduce the incidence of violence and adult and/or juvenile criminal justice system involvement.

Indicators of progress during the service period may include:

- Reduced involvement with the criminal justice system for participants otherwise arrested, incarcerated or court involved
- Increase in compliance with juvenile time waivers, adult probation and/or parole
- Reduced perpetration of violence
- Increase in skills for constructive conflict resolution practices in lieu of violence
- Increase skills and knowledge around gun safety
- Reduction in the number of suspensions/expulsions from school
- Reduction in the number of youth dropping out of school
- Increase in employment and educational attainment
- **4) Increasing Individual and Family Resilience:** Individuals and families are actively engaged in activities and services that enhance their health, education and skills; and when necessary, to gain strength and resourcefulness to better withstand and rebound from disruptive life challenges.

Indicators of progress during the service period may include:

- Increase in family employment and income
- Increase in food security
- Increase in pay equity
- Reduction of domestic/family violence or maltreatment
- Increase of community services such as out-of-school-time enrichment activities
- Young parents engage with programs that increase parenting skills
- Continued or increased enrollment in health insurance including Medicaid
- Increased linkages to and engagement with health services
- Individuals gain employment and training experience
- Individuals complete high school or equivalence

- Youth are linked to programming and complete services adapted to their learning needs
- Families and individuals increase engagement with out-of-school-time enrichment activities and other community services
- Adults, youth and children increase skills and knowledge around gun safety
- 5) Seniors are Able to Age with Dignity: Vulnerable seniors access and utilize the appropriate care and support resources of their choice so they are can age in place and maintain health, safety, independence and dignity. Seniors maintain connection to their community and access services that support their health and well-being.

Indicators of progress during the service period may include:

- Increase/maintain access to home-based services and supports to age in place
- Reduce/maintain nutritional risk score
- Engage with community services, social events and educational opportunities

#### **Community Building**

In addition to the above outcomes, the City is dedicated to helping all our residents and neighborhoods to be their best selves. Contractors are expected to engage with the community and build productive relationships with their neighbors as they provide services to improve outcomes for all of Albuquerque. Examples include, but are not limited to, joining the local Neighborhood Association, updating neighbors on services and progress, maintaining their surroundings as clean and litter free, reminding participants to maintain respect of the neighborhood and promptly responding to any 311 inquiries.

## 4.2 Scopes of Services is to manage and facilitate operations at the Gateway Recovery Community.

The City is seeking proposals from qualified Offerors to operate a **Gateway Recovery Community** for up to fifty (50) single adult clients in early recovery who have been discharged from treatment facilities or detention centers, are unhoused, and have an Opioid Use Disorder (OUD) and/or co-occurring Substance Use Disorder (SUD). The selected Offeror will provide comprehensive recovery-focused shelter services and facilitate access to health and wellness programs to support recovery, wellness, and housing stability. Services must be delivered in a manner satisfactory to the City, adhere to applicable standards and regulations, and remain within the financial parameters of the awarded Agreement.

#### **Core Requirements**

The selected Offeror shall be responsible for the following:

#### 1. Operation of the Gateway Recovery Community

- Manage site operations on a 24/7 basis, ensuring a safe, respectful, and OUD recovery-oriented environment.
- Coordinate daily facility checks to maintain safe and sanitary conditions.
- Provide oversight, scheduling, and coordination of OUD recovery support services and staff.
- Facilitate regular multidisciplinary team meetings to enhance client support and progress toward OUD recovery goals.
- Track and report daily census data and collaborate with the City's Department of Health, Housing, & Homelessness on operational activities.

#### 2. Comprehensive Support Services

- Offer daily essential services, including meal delivery and distribution, hygiene services, transportation, and security.
- Provide OUD recovery-centered case management services, linking clients to outside OUD treatment programs Medication Assisted Treatment (MAT), medical/behavioral health services, with the goal of placement to stable housing.
- Facilitate individual and group therapy sessions, peer support programs, wellness classes, including AA/NA meetings, and other social supports.
- Assign a case manager to each client upon intake and develop an Individual Service Plan (ISP) within the first two weeks of entry addressing OUD recovery needs and actions steps for treatment including MAT

#### 3. Eligibility, Intake, and Discharge Management

- Develop and implement eligibility criteria, intake protocols, and discharge processes in collaboration with the City.
- Eligibility must include early recovery for OUD and co-occurring other substances
- Maintain comprehensive client documentation, including signed agreements, orientation materials, and release of information (ROI) authorizations.
- Ensure integration with the Coordinated Entry System and the City-approved, HIPAA-compliant data system.
- Assess and document client progress toward recovery goals specific to OUD treatment including MAT and track outcomes upon discharge.

#### 4. Staffing and Training

- Employ qualified staff, including licensed clinicians, peer support specialists, case managers, and wellness practitioners.
- Staff must be familiar with OUD and treatment protocols for OUD including MAT. Linkages to community providers to support OUD recovering clients are essential.
- Provide mandatory staff training in trauma-informed care, Motivational Interviewing (MI), Mental Health First Aid, Narcan administration, and other recovery-focused practices.
- Maintain a staff-to-client ratio of 1:15 during daytime operations and 1:20 during nighttime operations.

#### 5. Monitoring and Reporting

- Submit monthly reports detailing client demographics, services provided, staff-to-client ratios, and program outcomes.
- Tracking of OUD clients and linkages to OUD treatment including MAT services.
- Track and report client progress, including successful discharges to stable housing, relapses, and other relevant data.
- Maintain compliance with data entry requirements in the Homeless Management Information System (HMIS).

#### 6. Collaboration and Community Engagement

- Develop partnerships with community providers to ensure OUD clients have access to (MAT), TeleMAT, and other necessary treatment services.
- Organize wellness activities and support groups to foster community and recovery resilience.
- Participate in City-sponsored networking activities and training sessions.

#### 7. Regulatory Compliance and Best Practices

- Adhere to all applicable federal, state, and local regulations, including ASAM Level 3.1 standards for low-intensity residential services and SAMHSA recovery housing criteria.
- Research and apply to become a New Mexico Medicaid provider and bill for eligible services.
- Use City-approved social services referral platforms and conduct annual assessments of client needs.

#### 8. Outcome Goals

- 100% of clients will have daily contact with on-site staff to facilitate OUD recovery and linkage to outside treatment providers.
- At least 60% of clients will be discharged to stable housing within six months.
- 90% of clients will attain at least one goal in their ISP during monthly reviews.

#### **Proposal Requirements**

Offerors must demonstrate the capacity and expertise to meet the above scope of services. Proposals should include:

- 1. **Organizational Experience:** Description of experience operating recovery-focused housing and providing OUD/SUD services.
- 2. **Staffing Plan:** Detailed staffing structure, including qualifications and training plans.
- 3. **Program Design:** Approach to meeting client needs, fostering recovery, and achieving outcomes.
- 4. **Compliance and Reporting:** Processes for data management, regulatory compliance, and reporting to the City.
- 5. **Budget and Financial Plan:** Proposed budget detailing how resources will be utilized to deliver the services outlined.

In order to effectively address these service needs, Offerors must demonstrate a connection between the proposed activities and outputs to the identified outcomes, and define metrics and measurement tools to reliably assess progress toward achieving the identified outcomes.

The proposed project may be required to work collaboratively with other entities as identified and requested by the City.

The City will evaluate proposals based on the Offeror's ability to meet these requirements and achieve the specified outcomes.

#### 4.2.1 Annual Allocation

The Department will allocate up to \$2,700,000 annually for a potential three year total of up to \$8,100,000, for proposed Projects supporting Gateway to Recovery. Year 1 will be pro-rated for five months of service for a total of up to \$1,125,000.

#### 4.3 Service Period

Services funded by this RFP are to commence February 1, 2025, and continue through June 30, 2025, with the possibility of two one-year extensions depending on the availability of funds and the performance of the agency.

#### 5.0 Eligible Responders

#### 5.1 General Eligibility

An agency which is a unit of state or local government and/or an agency currently incorporated as a nonprofit corporation, duly registered and in good standing with the State of New Mexico Secretary of State, which has not-for-profit status under 501(c)(3) of the U.S. Internal Revenue Service Code and which has demonstrated capability in providing the services for which it is applying is an eligible responder for award of a contract pursuant to this RFP. Basic eligibility requirements are identified in the <u>Administrative Requirements for Social Service Contracts Awarded Under the City of Albuquerque</u> (Administrative Requirements), § 10 (A)(1).

Ineligible entities as defined in Section 7 (C) of the <u>Social Services Contracts Procurement Rules</u> of the Department are restricted from submitting a proposal.

Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline. Ineligible entities as defined in Section 7 (C) of the <u>Social Services Contracts Procurement Rules</u> of the Department are restricted from submitting a proposal.

The Administrative Requirements and Social Services Contracts Procurement Rules are available on the Department's website at www.cabq.gov/health-housing-homelessness/partner-resources

#### 5.2 Limitations on Assistance to Primarily Religious Organizations

Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes. Independent, not-for-profit entities established by primarily religious organizations, however, may be assisted as long as: a) there is no religious test for admission for services; b) there is no requirement for attendance at religious services; c) there is no inquiry as to a client's religious preference or affiliation; d) there is no proselytizing; and e) services provided are secular and non-sectarian. See *Administrative Requirements*, § 10 (C) (4) (c). This provision does not prohibit a primarily religious organization from carrying out the eligible activities as long as such activities are carried out in a manner free from religious

influences pursuant to conditions prescribed in the Representations and Certifications form (Appendix #8) attached to this RFP and required as an attachment to the responder's proposal.

**5.3 Minority and Women's Business Enterprises § 5-6-1** *et seq.* **ROA 1994** It is the policy of the City to take affirmative action to assure that a fair share of City purchases of goods and services is made from enterprises owned and controlled by minorities and women.

As part of this policy, the City undertakes to assure there are no undue or unnecessary requirements imposed by the City that inhibit or prevent purchases of goods and services from businesses that are otherwise qualified to provide such goods and services. It is further City policy to impose similar affirmative action upon prime contractors providing goods and services to the City with regard to subcontractors involved in such work to assure a fair share of business for minority and women's business enterprises.

As part of the above-described policy, the City shall directly solicit bids and offers of goods and services from minority and women's business enterprises to the extent necessary to ensure that they are aware of the opportunities in this RFP. § 5-6-6 ROA 1994. The City uses the following website to identify minority and women's business enterprises, and solicits bids from the enterprises identified: <a href="https://web.sba.gov/pro-net/search/dsp">https://web.sba.gov/pro-net/search/dsp</a> dsbs.cfm.

In addition to the requirements of § 5-6-1 *et seq*. ROA 1994, the City will implement and fulfill any Federal requirements applicable to the City with regard to minority and women's business enterprises. § 5-6-10 ROA 1994.

5.4 Preferences for City Local, Small and/or Veteran-Owned Businesses and Pay Equity According to City Ordinance § 5-5-17 and § 5-5-31 ROA 1994, Public Purchases, and § 13-1-22 NMSA 1978 for resident business and Veteran business, scoring preferences may be available for this procurement. Please refer to the form found online at <a href="https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view">www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view</a>

and attached as APPENDIX #14 of this RFP for additional information on how to certify for a maximum of 10% preference in Scoring Criteria in Section 10 of this RFP. <u>Please Note:</u> <u>preference points are NOT available for any solicitation for which all or a part of the funds used are from federal grant sources.</u>

If eligible, an Offeror may apply for a 5% Small Business Preference, a 5% Local Business Preference, a 5% Pay Equity Preference, a 5% State Resident Business Preference, and/or a 10% State Resident Veteran Business Preference (the latter two collectively referred to as "State Preference"), up to a maximum of 10%. To qualify for a maximum of 10% preference points, an Offeror MUST complete and attach the Vendor Preference Affidavit of Eligibility WITH ITS OFFER. A valid Pay Equity Reporting Form MUST be attached, regardless of whether an Offeror is requesting this preference. For State Preference the New Mexico State certification of eligibility MUST be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. NO FORM SHALL BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS, except the pay equity form shall be accepted if submitted within 24 hours of the response deadline per § 5-5-31 ROA 1994.

To qualify for the small business or local business preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location identified on the Preference Certification Form must be a physical location, street address, and may not use a post office box or other postal address.

**Pay Equity Documentation.** All bids and proposals shall include a Pay Equity Reporting Form which can be accessed at <a href="https://www.cabq.gov/gender-pay-equity-initiative">https://www.cabq.gov/gender-pay-equity-initiative</a>.

Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. **Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive**, as stated in the Public Purchases Ordinance, 5-5-31 (A). A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please submit any questions regarding the Pay Equity Reporting Form through the bonfire portal for this solicitation.

#### 5.5 ADA Compliance

Contractors must agree to meet all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor must agree to be responsible for knowing all applicable requirements of the ADA.

#### 5.6 Additional Requirements

#### a. Personnel Policies:

Organizations applying for a contract under this solicitation must have a written set of personnel policies and procedures that have been formally adopted by its governing board. This document must specify policies governing terms and conditions for employment; compensation and fringe benefits; holidays, vacation and sick leave; conflict of interest; travel reimbursement; and employee grievance procedures.

#### **b.** Conflict of Interest Policies:

Organizations submitting proposals under this solicitation must have in force a written conflict of interest policy that at a minimum:

- i. Applies to the procurement and disposition of all real property, equipment, supplies, and services by the agency and to the agency's provision of assistance to individuals, businesses, and other private entities.
- ii. Provides that no employee, board member, or other person who exercises any decision making function with respect to agency activities may obtain a personal or financial benefit from such activities for themselves or those with whom they have family or business ties during their tenure with the agency or for one year thereafter.

#### c. Accounting Policies:

Responder organizations must have in place a set of financial, accounting, and procurement policies and procedures that meet the standards established by the City in the *Administrative Requirements*, §13, Accounting for Social Services Contract Funds.

#### d. Active Board:

Nonprofit responders must be able to 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. The organization must verify board compliance with the City Open Meeting ordinance ROA, 1994, §2-5-1, et. seq.

#### e. Nepotism:

The organization shall not employ "immediate family" or any "close relative" of any board member, officer or managing employee and shall not employ any two people who are immediate family or close relatives of each other. See definitions contained in the *Administrative Requirements*,  $\S 10 \text{ (A)(3)(c)}$ .

#### f. Background Checks:

If the Social Services provided require the contractor selected through this RFP to work with or be in proximity to children, or other vulnerable populations, the contractor will not employ any person or volunteer who is registered as a sex offender in any United States jurisdiction, or who has a criminal background unacceptable to the City. The contractor shall ensure that all its employees, interns and volunteers directly involved in performing services have been screened for a criminal background and reference checks, finger-printing, and interviews. See *Administrative Requirements*, § 10 (A)(2)(a).

#### g. Reporting Requirements

The final contract between the successful responder(s) and the City will contain specific reporting requirements that include, but may not be limited to, quarterly program data and data regarding outcomes for program participants. A critical component of initiatives funded through the City of Albuquerque will be a rigorous evaluation to determine program success and cost-effectiveness. Selected Offerors must comply with participant data reporting requirements conducted by the City or evaluation and research partners as part of ongoing evaluation activities.

#### 6.0 Eligible Beneficiaries

Programs supported, in whole or in part, with funding awarded as a result of this RFP must be targeted to residents of Albuquerque.

#### a. Income:

Programs should target those whose annual family incomes are at or below 80% of the median family income for the Albuquerque Metropolitan Statistical Area (MSA) as established by the U.S. Department of Housing and Urban Development, unless otherwise specified.

#### b. Programs Serving Lower Income Populations:

Support may be made to available programs, services, and activities that do not require all participants to meet an income test, if it can be demonstrated that support of such activities offers the most efficient and expeditious means of serving the eligible population, and if at least 70% of those served meet the income test.

#### c. Critical Emergency Needs:

Services designed to meet critical emergency needs such as rape crisis assistance, assistance to victims of domestic violence, assistance to abused and neglected children, the homeless, and the like, need not meet an income test.

#### d. Other Characteristics:

Specific characteristics, such as persons with disabilities, senior citizens or other individual requirements applicable to specific funding sources.

#### e. Community Development Strategy Areas:

Certain public facilities improvement activities which contribute to the development of local communities must be targeted primarily to benefit designated Community Development Strategy Areas.

#### 7.0 Technical Assistance

It is the responsibility of the Offeror to stay up to date with any clarifications to this RFP that will be issued through the bonfire portal.

Technical assistance will be provided at the written request of responder agencies by the City of Albuquerque Department of Health, Housing, and Homelessness, Reina Martinez, Division Manager. Requests for technical assistance must be submitted through the bonfire portal up until seven calendar days prior to submission deadline. Responses to questions in writing will be posted on the Bonfire Portal.

An **optional** pre-proposal meeting is scheduled for Friday, December 6, 2024, from 1:00 to 2:00 p.m. on zoom at the following link:

https://cabq.zoom.us/j/82757268026

Meeting ID: 827 5726 8026

Dial by your location +1 669 900 6833 US (San Jose)

#### 8.0 Instructions for Completing Proposal

#### 8.1 Proposal Format

Proposals must address all required areas listed in this section, in the order requested. See Section 12 for further clarification. Appendices or non-required attachments including letters of endorsement, agency brochures, or news clips may be included if uploaded. Please paginate.

#### 8.2 Cover Sheet

Responders must use the attached Proposal Summary and Certification Form (APPENDIX #1) as a cover sheet for their proposals. An authorized official of the governmental agency or of the policy board of a non-profit agency to whom agency staff are responsible must sign the form.

#### **8.3** Project Narrative

The project narrative, not including attachments, shall not exceed 13 typed, double-spaced, 8 1/2" x 11" pages, with 12-point font. Neither the section 8.3.c.vi résumés and job descriptions nor 8.5 APPENDIX #7 Applicant Work Plan Summary will be counted in the 13-page limit. Project Narrative must be organized according to sections numbered as indicated in this section (e.g., 8.3.a Comprehensive Explanation of Project Purpose, Target Population(s), Service Delivery, and Outcomes, 8.3.b. Measuring Progress, etc.).

## a. Comprehensive Explanation of Project Purpose, Target Population(s), Service Delivery, and Outcomes:

Provide a comprehensive explanation of the project design.

- i. Describes proposed services/activities that would be provided to each target population, including:
  - A. Rationale (evidence/logic basis) for the effectiveness of the proposed service model and practices to facilitate meaningful impacts and lead to improved outcomes for the specific target population(s);
  - B. Proposed practices (for instance, trauma-informed care, harm reduction, a personcentered approach, community collaboration, etc.) and how they facilitate client progress to stated outcomes;
  - C. How proposed services address unmet needs/service and potential disparities/inequities/gaps in the community, justified with local/applicable data, including addressing current demographic disparities (e.g., race/ethnicity, age, disability, sexual/gender orientation, socioeconomic, etc.) and how proposed services can be modified or delivered under public health orders related to communicable illnesses;
  - D. Methods to conduct client outreach that extends into the target community to recruit and retain populations that have been historically underserved and deprived of access to services populations to increase equity and access to opportunity.
- ii. Provide a comprehensive explanation of how project services will reach output and outcome goals, including, as applicable:
  - A. Identify at least two of the outcomes described in Section 4.0 that the Offer will impact with proposed services/activities, and describe how they will meet the needs of the community;
  - B. Illustrate the services that will be provided as a result of the proposed City funding by describing the activities, timeframe, number of participants/units of service (outputs), linkage to improved outcomes, and indicators that verify progress toward outcomes, and the measurement tool to track progress to outcomes that has been proven effective with the target population(s);
  - C. Describe at least one primary indicator of progress that will be reported by race/ethnicity or other relevant demographics;

- D. If applicable Recommended frequency and duration of client engagement to support client progress/achievement of outcomes;
- E. If applicable Typical tiers of service (e.g., intensity and duration that may vary during contract year for case management).

#### b. Measuring Progress:

- i. Describe the process to accurately collect, analyze and report the data of activities, outputs, indicators of progress and outcomes as outlined in the APPENDIX #7 Applicant Work Plan Summary and Narrative Section a.
- ii. Describe the process and schedule for monitoring the quality of project activities, methods and how continuous quality improvement will be incorporated.
- iii. Describe process to identify primary indicators by race/ethnicity in aggregate form, as applicable.

#### c. Organizational Capacity: Service Delivery Capabilities

Describe the agency's resources, not limited to dollars requested in this proposal, dedicated to the project to ensure successful implementation of proposed project, and reach output and outcome goals including alignment with current program operation and proposed budget. Description of agency resources must also indicate appropriate level of financial capacity to meet the Department's *Administrative Requirements* and reporting requirements.

- i. Describe the agency's capacity to administer programs that must comply with applicable regulations.
- ii. Identify specific source, type and amount of leveraged funding for the project, and if those funds are committed or anticipated, pending approval.
- iii. Describe collaborative partnerships and/or strategies for collective impact to support participant success, and provide associated MOUs, and/or CWAs.
- iv. Identify the job title and role of agency staff/contractors that will conduct key activities, including key fiscal staff.
- v. Attach job descriptions, and provide résumés for staff/contractors identified in 8.6.d.v. (Will not be counted in the Project Narrative page limit. See Section 12.)
- vi. As applicable, describe how the program will engage clients in major systems such as Medicaid, the Coordinated Entry System (CES), etc.

#### d. Organizational Capacity: Past Performance

- i. If the agency has had a contract with the City providing similar services in the past three years, describe how the agency met output and outcomes goals, and how agency performed during annual monitoring.
- ii. If the agency did not have a contract with the City providing similar services in the past three years, describe how the agency delivered services and activities similar to those contained the Offer.

#### 8.4 Project Budget Forms

The responder must submit a complete budget APPENDIX #2-APPENDIX #6 using the forms provided in *Excel* online at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>

#### 8.5 Proposed Work Plan

Responders must use the attached Applicant Work Plan Summary (APPENDIX #7) to provide a succinct Work Plan that details the narrative described in Section 8.3.a. APPENDIX #7 will not be counted in the Project Narrative page limit.

- 8.6 Preference Points (up to 10% of total for non-federally funded contract Offers) Responders must use the Vendor Preference Form (APPENDIX #14) to apply for preference points. APPENDIX #14 will not be counted in the Narrative page limit. Preference points are described in Section 5.4 and in links shown in APPENDIX #14. Please note: no preferences shall be applied if federal funds support the Offer.
- 8.7 Insurance. The Contractor shall procure and maintain at its 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 it or its agents. Before commencing the Services and upon 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 coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. 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:

\$2,000,000 Per Occurrence \$2,000,000 Policy Aggregate

\$1,000,000 Products Liability/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$ 5,000 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. <u>Commercial Automobile Liability Insurance ("CAL"</u>). 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. Said policy of insurance must include coverage for the use of all owned, non-owned, 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.
- **D.** 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.

#### ADDITIONAL INSURANCE COVERAGES

The following coverages should be considered based on the course and scope of the individual contract:

E. 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.

Professional liability insurance cannot be waived for medical directors, psychologists, psychiatrists, mental health counselors, or laboratories.

F. 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).

G. 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.

Policies must include coverage for all operations performed for the City by the contractor, coverage for the use of all owned and all non-owned hired automobiles, vehicles, and other equipment both on and off work, and contractual liability coverage shall specifically insure the hold harmless provision of the contract. Before commencing the Services, 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, and lists the City has the Certificate Holder. All certificates of insurance shall provide that thirty (30) days written notice be given to Director, Risk Management Department, City of Albuquerque, PO Box 1293, 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. The City shall be named as an additional insured under the Commercial General Liability (CGL) policy.

The contractor shall ensure that all staff for whom professional liability is required by their licensing agent, including but not limited to, professionals providing health and behavioral health services, maintain professional liability insurance, errors and omissions coverage, or other additional coverages the city deems necessary, in amounts not less than required by the New Mexico Tort Claims Act as it is amended from time to time, for single limit of liability per occurrence and for the general aggregate.

The contractor must also comply with the provisions of the Worker's Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

During construction, if any, a contractor must maintain Builders Risk Insurance in an amount equal to the full construction cost to cover the construction work for fire, theft, extended coverage, vandalism and malicious mischief.

If, during the life of the contract, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Section 41-4-1 through 41-4-27 NMSA 1978), the City may require the contractor to increase the maximum limits of any insurance required.

Proof of insurance is not a requirement for submission of a proposal, but responders should be aware that no work may begin under a contract funded through this program until the required insurance has been obtained and proper certificates (or policies) are filed with the City. Before submitting a proposal, the agency should contact its insurance agent to determine if it can obtain the required coverage.

#### 8.8 Other Assurances

#### a. Compliance with Civil Rights Laws and Executive Orders

Contractors are required to comply and act in accordance with all federal laws and Executive Orders related to the enforcement of civil rights. In addition, recipients will be required to comply with all New Mexico State Statutes and City of Albuquerque Ordinances regarding enforcement of civil rights (APPENDIX #8).

#### b. Assurance of Drug Free Facilities

Applicants for funding must submit an assurance that they will administer a policy designed to ensure that the assisted program is free from the illegal use, possession or distribution of drugs or alcohol by its staff and beneficiaries (APPENDIX #10).

#### c. Certification of Receipt of Administrative Requirements

Applicants for funding must submit a certification signed by an authorized board official and the organization director of receipt and adherence to the <u>Department Administrative</u>

<u>Requirement for Social Services Contracts</u>

#### d. Audit Requirements

Contractors who expend \$750,000 or more of federal funds during the year must have an audit conducted in accordance with the Federal Government's 2 CFR Pat 200 subpart F. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards. Contractors who receive \$25,000 or more in funding from the City, and who do not fall under A-133, must have a financial statement audit conducted

by an independent auditor in accordance with generally accepted auditing standards. If the contractor is not subject to this requirement because it has not previously had a contract with the City, the Contractor must provide Form 990. Additional audit requirements are set out in the *Administrative Requirements*.

#### e. Goods Produced Under Decent Working Conditions

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The responder certifies, by submittal of its proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees can speak freely about working conditions and can participate in and form unions.

f. Pay Equity Documentation. All bids and proposals shall include a Pay Equity Reporting Form which can be accessed at <a href="https://www.cabq.gov/gender-pay-equity-initiative">https://www.cabq.gov/gender-pay-equity-initiative</a>. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please submit any questions regarding the Pay Equity Reporting Form through the bonfire portal for this solicitation.

#### 8.9 Required Attachments

The Offeror, including all parties to a joint venture or consortium, an individual or a non-profit agency, as applicable, must attach to its Offer, the items listed as Mandatory in Section 12.0. Offerors are encouraged to attach the Requested Upon Recommendation for Award and Subsequent Contracting items listed in Section 12.0.

#### 9.0 Compliance with Social Services Contracts Procurement Rules and Regulations

Applicants must comply with all applicable procurement rules and regulations, including, but not limited to, the City of Albuquerque Procurement Rules and Regulations for the Departments, found at: <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>

Applicants should also be guided by the Albuquerque Code of Ordinances, Article 5, which may be found at: <a href="https://codelibrary.amlegal.com/codes/albuquerque/latest/overview">https://codelibrary.amlegal.com/codes/albuquerque/latest/overview</a>

#### 10.0 Review Criteria and Scoring Process

Proposals will be reviewed and scored based on the criteria in Section 10.1.

**Please note:** It is acceptable to bid one or on multiple Scopes of Services in Section 4.2, but a separate proposal packet must be submitted for each Scope of Services.

#### 10.1 Scoring

## a. Comprehensive Explanation of Project Purpose, Target Population(s) Service Delivery, and Outcomes: 25 pts.

Provided a clear and measurable project design and addresses every section detailed in section 8.3.a, including outputs and associated outcomes. Project described is reasonable and attainable with the resources described.

#### b. Measuring Progress: 5 pts.

Describes the process used by the agency to analyze and report on data collected, provide quality improvement as detailed in each item listed in section 8.3.b.

#### c. Organizational Capacity: Service Delivery Capabilities: 25 pts.

Response to each item in 8.3.c clearly describes how the agency/organization has the capacity to provide the services described contained within their proposal

#### d. Organizational Capacity: Past Performance: 10 pts.

- ii. If the agency has had a contract with the City providing similar services in the past three years, performance will be scored based on program delivery meeting output and outcome goals; and the presence/absence of monitoring findings/critical concerns over the previous three years. If the Offeror has had a contract with the City in the past three years, the past fiscal performance has met City requirements.
- ii. If the agency did not have a contract with the City providing similar services in the past three years, prospective ability to deliver on the proposed services will be justified by demonstration of agency and staff operation/delivery of services and activities similar to those contained the Offer.

#### e. Demonstrates ability to expend City funds in a fiscally responsible manner: 15 pts.

- i. Budget forms (APPENDICES 2-6) are complete and provide adequate detail to convey the planned expenditure of City funds to support proposed services.
- ii. Clearly represents the complementary/leveraged funds that may provide services to a larger population beyond the number that can be served with the requested City funds.
- iii. Requested City funds are aligned with the work plan.
- iv. Proposed budget allocations for services and staff are reasonable.
- v. Proposed budget for administrative/overhead costs is reasonable and proportional to all funding sources contributing to the project or agency as applicable.
- vi. Overall cost per output(s) is reasonable.
- vii. Demonstrates appropriate level of financial capacity to meet the Department's *Administrative Requirements* and reporting requirements.
- viii. Audit results/financial documentation provide evidence of financial responsibility.
- ix. Current with audit requirements if applicable

#### f. Proposed Applicant Work Plan Summary (APPENDIX #7): 20 pts

Work plan proposal scores will be based on the clarity, effectiveness, viability and alignment with all narrative sections and budget.

Work plans will be evaluated and scored based on how:

- i. Work Plan directly informs the potential scopes of services if Offer is selected
- ii. Work Plan chart explain major project services to be performed using the requested City budget
- iii. Activities/sub-activities/units of services to be provided
- iv. Time frame to offer each activity/service
- v. Specific number of participants (outputs) for each major activity/service aligned with requested City funds
- vi. Connection of activities/services to improved outcomes (e.g., client impacts)
- vii. Outcome progress indicator (selected from list or other suggested indicator)
- viii. Measurement tool(s)
- ix. Work Plan is clearly connected with proposed budget
- x. Evidence that City funds will be invested in personnel and activities that can demonstrate produce stated outcomes
- xi. The cost per service unit is a cost-effective investment of City funds

#### g. Preference Points (up to 10% of total): 10 pts.

Please note: no preferences shall be applied if federal funds support the Offer.

Form instructions and Vendor Preference Form are found online at: <a href="https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view">https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view</a>

#### 10.2 Review Process/Deadlines

#### a. Preliminary Staff Review

Proposals will be initially reviewed by Department staff to determine if the proposal is complete and conforms to this RFP. Completeness means that all required forms and attachments are included and comply with the *Procurement Rule* and *Administrative Requirements*. Conformity means that the proposal has been prepared according to guidelines regarding length, organization, and format as specified in section 8.0 above. Incomplete (as defined in 11.0), nonconforming or late proposals may be deemed unresponsive.

#### b. Review Panel

The Department Director will, in writing, approve the composition of an ad hoc committee (minimum of 3 persons) from the Department and may include a representative(s) from affected neighborhoods, constituents, service users and/or citizens that will review all proposals. The proposals will be rated according to the review criteria specified in section 9.1 above. Based on these ratings, the committee will recommend contract awards and amounts to the Director of the Department. A recommendation for award does not constitute an award of contract. The award occurs after a contract is negotiated and Approved by the City.

If, during the review process, additional information is needed regarding a proposal, the Department staff will request such information from the responder. In addition, responders may be interviewed directly as part of the review process. Agencies will be advised of the time and date of such interviews.

During evaluation, proposals submitted shall be kept confidential. The Department will use its best efforts to restrict distribution to those individuals involved in the review and analysis

of the proposals, but in any event, the City shall not be liable for disclosure of any information contained in the proposals during the review process. The proposals shall be open to public inspection after award of contract.

### 10.3 **Competitive Considerations**

Proposals will be rated according to the review criteria in section 10.1 above. The Department may require responders being considered for an award to participate in interviews or other discussions to explain or verify any aspect of the proposal submitted. The Department reserves the right to reject any or all proposals. The Department may negotiate the terms of any proposal after making a recommendation of award, in order to development a contract in the best interest of the City or the target population. The Department may award more than one contract per Priority Activity.

### **RFP Appeals Process** 10.4

Responders whose proposals are not selected may submit a written appeal. Letters of Appeal must be submitted and arrive in the office of the Department Director not later than ten (10) working days after receipt of the notice of non-selection. Letters must be specific as to the matter being appealed. Appeals not submitted in writing, not specific in nature, or which arrive late may not be considered. The Department Director's decision concerning the Appeal is final and will be provided within 30 days of receipt of the Appeal letter. Letters must be addressed as follows:

Gilbert Ramirez, Director Department of Health, Housing and Homelessness City of Albuquerque P.O. Box 1293 Albuquerque, NM 87103

The envelope must clearly indicate:

APPEAL, DHHH - Social Services - RFP-2025-645-HHH-RM

All Appeals will be responded to by the Department Director in writing.

### 11.0 **Submission Process**

### 11.1 **Submission Requirements**

Submit your complete proposal including all sections listed in Section 8 using the eProcurement System at https://cabq.bonfirehub.com/portal/?tab=openOpportunities. Please allow a minimum of 24 hours to submit your proposal. If you do not have a username and password, please register as this is the only method to submit electronically on the Bonfire portal. Please note the City has a new eProcurement System as of September 16, 2019; please make sure to register on the new system in order to receive notices and submit a response to a bid or proposal. For assistance, please contact support@gobonfire.com.

### **RFP Advisory to Offerors:**

Proposals must be received prior to 4:00 p.m. local time, Friday, December 20, 2024 via the City's eProcurement system, Bonfire. Proposals will not be accepted by the eProcurement

system later than 4:00 p.m. local time, on **Friday, December 20, 2024** and will not be considered for award.

Entities that have had an Agreement terminated by the City for cause for a period of two (2) years beyond the date of Agreement termination, are not eligible to submit a proposal, unless such entities request and receive written authorization of eligibility from the Director of the Department, based upon adequate, written justification for allowing an exception. Such written justification will include an explanation of how the previous cause for termination will not impact the project for which funding is being requested due to specific remedial actions taken by the entity. The written request and Director determination shall be maintained on file with the relevant RFPs, RFQs and/or contracts within the two-year timeline.

### 11.2 Clarification

Any explanation desired by a responder regarding the meaning or interpretation of this RFP must be requested in writing not less than five (5) working days prior to the hour and date specified for the receipt of proposals to allow sufficient time for a reply to each responder before the submission of their proposals. All inquiries must be directed Reina Martinez, Division Manager, through the Bonfire portal. Oral explanations or instructions given before the deadline for receipt of proposals will not be binding. Any information given in writing concerning this RFP will be furnished through the Bonfire portal if such information is necessary to responders in submitting proposals on this RFP or if the lack of such information would be prejudicial to uninformed responders.

### 11.3 Acknowledgment of Amendments to the Request for Proposal

Receipt of an amendment to the RFP by a responder must be acknowledged (a) by signing and returning the amendment or (b) by letter. Such acknowledgment must be received prior to the hour and date specified for receipt of proposals and can be submitted as attachment to the Offer. It is the responsibility of the Offeror to stay up to date with any clarifications or amendments to this RFP that may be posted on the Bonfire portal including addenda and information materials.

### 11.4 Modification

Proposals may be modified or withdrawn through the Bonfire portal provided such notice is received prior to the hour and date specified for receipt of proposals.

### 11.5 Budget Forms

Budget forms must be submitted in *Excel* format. The *Excel* forms can be downloaded at <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements">www.cabq.gov/health-housing-homelessness/partner-resources/administrative-requirements</a>. They are also available in bonfire to download.

In "Financial Forms" section, click on "Fiscal Forms – Excel version" to download.

### 12.0 PROPOSAL CHECKLIST

Proposals must address all required areas listed in Section 8. Prior to submitting the proposal, Offerors are recommended to use the following checklist to ensure that the proposal contains all elements required for a complete submittal. Appendix numbers refer to the Department of Health, Housing and Homelessness forms included as attachments to this RFP.

Items in this checklist are part of the technical review of the Application, and failure to submit mandatory items may result in the Offer being deemed as non-responsive.

Additional items will be requested should your agency be recommended for award. Those items are detailed under the heading "Requested Upon Recommendation for Award and Subsequent Contracting."

### **Mandatory**

- □ Acknowledgment of Amendments to the RFP, if applicable.
- 8.2 APPENDIX #1: Proposal Summary and Certification Form completed and signed by an authorized official.
  - □ APPENDIX #1a: Authorized Official Designation (if applicable)
- □ 8.3 Project Narrative
  - □ 8.3.a Comprehensive Explanation of Project Purpose, Target Population(s), Service Delivery, and Outcomes
  - □ 8.3.b Measuring Progress
  - □ 8.3.c Organizational Capacity: Service Delivery Capabilities
  - □ 8.3.d Organizational Capacity: Past Performance
- □ 8.4 Project Budget Forms Excel is the only format accepted

Excel versions of Budget Forms (Appendices 2-6) are available at: <a href="https://www.cabq.gov/health-housing-homelessness/partner-resources">https://www.cabq.gov/health-housing-homelessness/partner-resources</a>.

In "Financial Forms" section, click on "Fiscal Forms – Excel version" to download.

- □ APPENDIX #2: Expense Summary Form
  As applicable, attach explanation of basis for each indirect cost or an approved cost rate
- letter from cognizant Federal agency.

  APPENDIX #3: Revenue Summary Form
- □ APPENDIX #4: Project Budget Detail Form Personnel
- □ APPENDIX #5: Project Budget Detail Form Operating Costs As applicable, attach cost allocation plan
- □ APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule
- □ 8.5 APPENDIX #7: Applicant Work Program Summary
- **8.3.d.vi** Résumés and job descriptions of key personnel for filled and unfilled positions applicable to the proposed project

8.8.d Copy of the organization's most recent audit or applicable financial statement. **APPENDIX #8: Representations and Certifications** IRS Certificate of Non-Profit Incorporation or APPENDIX #9 if already on file with the City Offeror's Articles of Incorporation filed with the State of New Mexico or APPENDIX #9 if already on file with the City Copy of current By-Laws or APPENDIX #9 if already on file with the City Copy of the organization's written accounting policies and procedures, which include procurement procedures or APPENDIX #9 if already on file with the City Copy of the organization's personnel policies and procedures or APPENDIX #9 if already on file with the City Copy of the organization's conflict of interest policy or APPENDIX #9 if already on file with the City APPENDIX #9: Attachments on File for previously funded agencies; APPENDIX #11: Unique Entity Identification/SAM Registration Acknowledgement and Debarment, Suspension, Ineligibility and Exclusion Certification City of Albuquerque Substitute W-9 **Pay Equity Reporting Form:** All bids and proposals shall include a Pay Equity Reporting Form or Certificate which can be accessed at https://www.cabq.gov/gender-pay-equity-initiative. Offerors who believe they working in New Mexico are not required to report data, but must still submit a Pay Equity

All bids and proposals shall include a Pay Equity Reporting Form or Certificate which can be accessed at https://www.cabq.gov/gender-pay-equity-initiative. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A). A Pay Equity Reporting Form will be automatically issued within two (2) business days of completing your information at the link above. To ensure you have your form before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please submit any questions regarding the Pay Equity Reporting Form through the bonfire portal for this solicitation.

- □ Vendor Preference Form if seeking preference points
- □ Written Authorization of Eligibility from the Director of the Department for entities that have had an Agreement terminated by the City for cause within last two (2) years, if applicable.
- APPENDIX #15: Medicaid Provider Status

## **Requested Upon Recommendation for Award and Subsequent Contracting**

(upload any of these forms into the section with the same title)

| Relevant licenses to operate as a business and conduct proposed activities.             |
|---|
| Listing of current board members.   |
| Current organizational chart.   |
| Copy of the organization's travel reimbursement policies if travel funds are requested. |
| Certificate of Current Good Standing issued by the State of New Mexico.                 |
| APPENDIX #10: Drug Free Work Place Requirement Certification Form.                      |
| APPENDIX #12: Certification of Receipt of Administrative Requirements.                  |
| Disclosure of Lobbying Activities.  |

### INSTRUCTIONS - APPENDIX #1: Proposal Summary and Certification Form

- Section 1. Enter the name of the organization submitting the Application.
- Section 2. Enter the mailing address of the organization.
- Section 3. Enter the name and telephone number of a contact person from whom information about the proposal can be obtained.
- Section 4. Enter the number assigned to the RFP from the Request for Proposals.
- Section 5. Enter the Scope of Service from Section 4.2 of the Request for Proposals assigned to the area in which the Applicant is seeking funds.
- Section 6. Enter the date the proposal is due to be received by the City of Albuquerque from the Request for Proposals.
- Section 7. Enter the title of the project for which the Applicant is seeking funds and a brief narrative description of that project. The length of the narrative must be limited to the space available.
- Section 8. Enter the total amount of City funding requested in the proposal.
- Section 9. Enter the amount of matching funds to be provided by the Applicant, if matching funds are requested in the Request for Proposal.
- Section 10. Enter the Date Submitted
- Section 11 Review Certification Language.

Signature of Authorized Official/ Date Signed.

NOTE: Certification must be signed by Authorized Board Official.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #1: Proposal Summary and Certification Form

| 1. Name of Applicant Organization:  |  |         |                                      |  |  |  |  |
|---|--|---------|--------------------------------------|--|--|--|--|
| 2. Mailing Address (City, State, and Zip Code)  |  |         | act Name: ohone # and email address: |  |  |  |  |
| 4. City Program Name (from Request for Proposals):  |  |         |                                      |  |  |  |  |
| 5. RFP Number:  | 6. Scope of Services:  |         | 7. Due Date:                         |  |  |  |  |
| RFP-2025-645-HHH-RM   |  |         | <b>December 20, 2024</b>             |  |  |  |  |
| 8. Title of Applicant's Project   | 8. Title of Applicant's Project and Brief Descriptive Summary: |         |                                      |  |  |  |  |
| 9. Amount of City Funding requested:  | Matching Funds Amou requested):                                | int (if | Date Submitted:                      |  |  |  |  |
| Certification: It is understood and agreed by the undersigned that: 1) Any funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all Applicable Federal, state, and city regulations and restrictions; and 2) the undersigned hereby gives assurances that this proposal has been prepared according to the policies and procedures of the above named organization, obtained all necessary Approvals by its governing body prior to submission, the material presented is factual and accurate to the best of her/his knowledge, and that she/he has been duly authorized by action of the governing body to bind the Corporation. |  |         |                                      |  |  |  |  |
| Typed Name of Authorized Board Official:  Telephone Number  |  |         |                                      |  |  |  |  |
| Signature of Authorized Board   | Official   |         | Date signed:                         |  |  |  |  |

### **INSTRUCTIONS - APPENDIX #1a: Authorized Official Designation (if applicable)**

This must be completed in the event that the Organization's Governing Board has designated an Authorized Official who is not a member of the Governing Board who has been authorized by action of that board to bind the organization.

- Section 1. Enter the name of the organization submitting the Application.
- Section 2. Enter the Title of Applicant's Project.
- Section 3. Complete the Official Designatee Authorized to include the name, title, and email of the designee in the section in which the Designee is authorized to take action on behalf of the Organization's Governing Board.
- Section 4. Submitting organization must obtain the Signature of Authorized Board Official.

PLEASE NOTE: Board Minutes reflecting Board approval of the designation will be required in the event of Recommendation for Award and Subsequent Contracting.

## **APPENDIX #1a: Authorized Official Designation (if applicable)**

This form must be completed in the event that the Organization's Governing Board has designated an Authorized Official who is not a member of the Governing Board who has been authorized by action of that board to bind the organization.

PLEASE NOTE: Board Minutes documenting Board approval of the designation will be required in the event of Recommendation for Award and Subsequent Contracting.

| 1. Name of Applicant Organization:   |   |   |
|--|---|---|
| 2. Title of Applicant's Project:   |   |   |
| 3. Authorized Official Designee(s)   |   |   |
| and reflected in Board minutes shall be provide  | the authority of the Authorit<br>ded. Regardless of signer, C   | e Authorized Official is not a member of the zed Official approved by the Board of Directors, ity contracts must be reviewed and approved by act was reviewed and approved by the Board shall |
| Typed Name of Designee   | Title   | Email   |
| an Authorized Official. If the Board of Direct   | tors has authorized a Directo   | e organization Board of Directors and signed by or-level employee to sign on their behalf, and of Directors, and reflected in Board minutes   |
| Typed Name of Designee   | Title   | Email   |
| any, will be provided by the Department to the<br>nonprofit organization's written response, who<br>Authorized Official and approved by the Govo<br>of the Board of Directors, documentation reflections | it, a written report of Finding the Organization Director and then required, to a Department reming Board of the organization the authority of the All be provided. Copies of the | t monitoring report shall be signed by an ation. If the Authorized Official is not a member uthorized Official approved by the Board of eminutes of the board meeting at which the Report     |
| Typed Name of Designee   | Title   | Email   |
| 4. Signature of Authorized Board Of  | ficial  | Date Signed   |

## INSTRUCTIONS - APPENDIX #2: Expense Summary Form Submit this form in *Excel* in Separate Attachment

Excel version available at:

<u>https://www.cabq.gov/health-housing-homelessness/partner-resources</u>.

In Financial Forms section, click on "Fiscal Forms – Excel version" to download.

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

### **Personnel Costs**

<u>Salaries and Wages</u>: 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.

<u>Payroll and Benefits</u>: 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 percentage of salaries and wages.

<u>Total Personnel Costs</u>: 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 costs in this section.

### **Operating Costs**

<u>Contractual Services</u>: 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.

<u>Audit Costs</u>: 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.

<u>Consumable Supplies</u>: 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.

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

<u>Postage and Shipping</u>: Enter the amount budgeted for project postage and shipping.

### **Occupancy**

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

<u>Utilities</u>: 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 space.

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.

<u>Equipment Lease</u>: Enter the amounts budgeted for the purchase or lease of equipment allocable to the project

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

<u>Printing and Publications</u>: 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**

<u>Local Travel</u>: 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 allocable to the project.

<u>Out-of-Town Travel</u>: 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.

<u>Conferences, Meetings, etc.</u>: 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.

<u>Direct Assistance to Beneficiaries</u>: 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 funded in this project.

<u>Membership Dues</u>: 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 project.

<u>Equipment, Land, Buildings</u>: 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 Requirements*.

<u>Insurance</u>: Enter the amount budgeted to pay the costs of insurance, including bonding, allocable to the project.

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

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

<u>Total Direct Costs</u>: 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 Costs.

<u>Indirect Costs</u>: 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.

<u>Total Program Expenses</u>: 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.

<u>Percent Requested</u>: 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%).

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #2: Expense Summary Form in Word - - Sample Only - Must use Excel in Submission

| 1. | Applicant Agency: |
|----|-------------------|
| 2. | Project Title:    |
|    | J                 |

| Expenditure Category                | Program Total | City Funding<br>Requested | Percent Requested |
|-------------------------------------|---------------|---------------------------|-------------------|
| Personnel Costs                     |               |                           |                   |
| Salaries & Wages                    |               |                           |                   |
| Payroll Taxes and Employee Benefits |               |                           |                   |
| <b>Total Personnel Costs</b>        |               |                           |                   |
|                                     |               |                           |                   |
| <b>Operating Costs - Direct</b>     |               |                           |                   |
| Contractual Services                |               |                           |                   |
| Audit Costs                         |               |                           |                   |
| Consumable Supplies                 |               |                           |                   |
| Telephone                           |               |                           |                   |
| Postage and Shipping                |               |                           |                   |
| Occupancy                           |               |                           |                   |
| a. Rent                             |               |                           |                   |
| b. Utilities                        |               |                           |                   |
| c. Other                            |               |                           |                   |
| Equipment Lease                     |               |                           |                   |
| Equipment Maintenance               |               |                           |                   |
| Printing & Publications             |               |                           |                   |
| Travel                              |               |                           |                   |
| a. Local Travel                     |               |                           |                   |
| b. Out of Town Travel               |               |                           |                   |
| Conferences, Meetings, Etc.         |               |                           |                   |
| Direct Assistance to Beneficiaries  |               |                           |                   |
| Membership Dues                     |               |                           |                   |
| Equipment, Land, Buildings          |               |                           |                   |
| Insurance                           |               |                           |                   |
| Fuel and Vehicle Maintenance        |               |                           |                   |
| <b>Total Operating Costs</b>        |               |                           |                   |
|                                     |               |                           |                   |
| <b>Total Direct Costs</b>           |               |                           |                   |
| (Personnel & Operating)             |               |                           |                   |
|                                     |               |                           |                   |
| Indirect Costs                      |               |                           |                   |
| (%; attach Rate Letter)             |               |                           |                   |
|                                     |               |                           |                   |
| TOTAL PROGRAM EXPENSES              |               |                           |                   |

## INSTRUCTIONS - APPENDIX #3: Revenue Summary Form Submit this form in *Excel* in Separate Attachment

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 column. 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:

<u>Fees from Federal Government Agencies</u> are fees paid to the Agency by a unit of Federal government for goods or services provided as a contractor other than Medicaid.

<u>Grants from Federal Government Agencies</u> are funds paid to the agency as a recipient or subrecipient 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.]

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

<u>Fees from State Government Agencies</u> are fees paid to the Agency by a unit of State government for goods or services provided as a contractor.

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

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 on a separate line. Include the request in this proposal (or contract).

<u>Total Revenues from Government Sources</u>: 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.

United Way Revenue means all funding provided by the United Way of Central New Mexico.

Other Revenue means income to the agency from sources not falling into another category.

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

## APPENDIX #3: Revenue Summary Form in Word Sample Only – Must use Excel in Submission

1. Applicant Agency:

| 2. Project Title:   |                 |                    |                  |                     |
|---|-----------------|--------------------|------------------|---------------------|
| Revenue Sources   | Agency<br>Total | % of Agency Budget | Program<br>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) |                 |                    |                  |                     |
| <b>Grants from Federal Government Agencies:</b>   |                 |                    |                  |                     |
|   |                 |                    |                  |                     |
| M P 'ID' I  |                 |                    |                  |                     |
| Medicaid Reimbursements:  |                 |                    |                  |                     |
| Other Federal Revenues:   |                 |                    |                  |                     |
|   |                 |                    |                  |                     |
| Subtotal Federal Agencies   |                 |                    |                  |                     |
| 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   |                 |                    |                  |                     |
| Sustain State Highlies  |                 |                    |                  |                     |
| <b>Revenues from County Government:</b>   |                 |                    |                  | 1                   |

| Revenues from the City of Albuquerque (including this proposal or contract):  (On separate lines, list each City-funded project and the amount of funding) |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
| Other Municipal Government Revenues:   |  |  |
|  |  |  |
| Subtotal Local Government  |  |  |
| TOTAL GOVERNMENT REVENUES FROM ALL SOURCES   |  |  |
|  |  |  |
| Other Revenue:   |  |  |
| Contributions  |  |  |
| Other Revenue  |  |  |
| <b>Subtotal Other Revenues</b>   |  |  |
|  |  |  |
| TOTAL REVENUE FROM ALL SOURCES:  |  |  |

## INSTRUCTIONS - APPENDIX #4: Project Budget Detail Form – Personnel Expenses Submit this form in *Excel* in Separate Attachment

- 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<br>Project | Position<br>Title | Salary for<br>the Project | Amount<br>Requested<br>From the<br>City | Percent Requested (Amount Requested / Salary to the Project) |
|-------------------|-------------------|---------------------------|---|--|
|                   |                   |                           |   |  |
| 1.0               | Case              | \$40,000                  | \$20,000                                | 50%  |
|                   | Manager           | ,                         |   |  |

This individual is dedicated full-time to this project, however their salary is covered 50% by the City and 50% by other funding sources.

| .50 | Case    | \$20,000 | \$15,000 | 75% |
|-----|---------|----------|----------|-----|
|     | Manager |          |          |     |

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.

| .50 | Case    | \$20,000 | \$20,000 | 100% |
|-----|---------|----------|----------|------|
|     | Manager |          |          |      |

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 the 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.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #4: Project Budget Detail Form – Personnel in Word – Sample Only – Must use Excel of Submission Page 1 of \_\_\_\_\_\_

| 2. Project T         |  |                           |                                      |   |
|----------------------|--|---------------------------|--------------------------------------|---|
|                      | el costs: Use this form to identify xpense Summary Form. One inc |                           |                                      |   |
| FTE<br>on<br>Project | Position Title   | Salary for the<br>Project | Amount<br>Requested from<br>the City | Percent Requested (Amount Requested / Salary for the Project) |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
|                      |  |                           |                                      |   |
| 4. Salaries          | & Wages  |                           |                                      |   |
| 5. Payroll 7         | Taxes & Employee Benefits*                                       |                           |                                      |   |
| 6. Total Pe          | rsonnel Costs  |                           |                                      |   |

## INSTRUCTIONS - APPENDIX #5: Program Budget Detail Form – Operating Expenses Submit this form in *Excel* in Separate Attachment

- 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 Operating Cost line item on the Expense Summary Form in APPENDIX #2. Use one line per expense included in project. Add rows and use additional sheets as necessary. The following illustration is provided for clarification purposes only.

Sample Illustration

|   | Duoinat   | A         | A         | Damaam4   |
|---|-----------|-----------|-----------|-----------|
|   | Project   | Amount    | Amount    | Percent   |
|   | Total     | Requested | Other     | Requested |
|   |           |           | Sources   |           |
| <b>Contractual Services</b>               |           |           |           |           |
| Contractor #1: 50% of Contractor 1        | \$900     | \$450     | \$450     | 50%       |
| costs at \$150 per month for 12 months    |           |           |           |           |
| Contractor #2: 50% of Contractor 2        | \$900     | \$450     | \$450     | 50%       |
| costs at \$150 per month for 12 months    |           |           |           |           |
|   |           |           |           |           |
| Consumable Supplies                       |           |           |           |           |
| Paper                                     | \$100     | \$50      | \$50      | 50%       |
| Pencils                                   | \$100     | \$25      | \$75      | 25%       |
| Travel                                    |           |           |           |           |
| Local Travel: 150 of miles/month *        | \$1,044   | \$1,044   | \$0       | 100%      |
| \$0.58/per mile * 12 months               |           |           |           |           |
|   |           |           |           |           |
| Direct Assistance to Beneficiaries        |           |           |           |           |
| Rental assistance for 50 clients at \$700 | \$420,000 | \$315,000 | \$105,000 | 75%       |
| per month for 12 months                   |           |           |           |           |

- □ Describe all elements included in the line item costs and indicate the basis used for determining the costs in the first column.
- ☐ In the column headed "Project Total" enter the agency total program costs of the line item.
- ☐ In the column headed "Amount Requested" enter the amount requested from the City.
- ☐ In the column headed "Amount Other Sources" enter the amount to be paid from other sources.

- ☐ In the column headed "Percent Requested" enter the percent of the total program expenditures requested from the City.
- ☐ Include detail for each separate item as shown in the above illustration (e.g., each contractor, each type of direct assistance to beneficiaries).
- □ If cost is allocated, provide the allocation plan.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #5: Program Budget Detail Form – Operating Expenses in Word – Sample Only – Must use Excel in Submission

| 1. Applicant Agency: | 1. | rippinount rigorioj. |  |  |  |  |
|----------------------|----|----------------------|--|--|--|--|
|----------------------|----|----------------------|--|--|--|--|

## 2. Project Title:

| 3. Direct and Indirect Costs:  |                  |                     |                            |                      |
|--|------------------|---------------------|----------------------------|----------------------|
| Line Item and Basis (Non-Personnel)  | Project<br>Total | Amount<br>Requested | Amount<br>Other<br>Sources | Percent<br>Requested |
| Contractual Services   |                  |                     |                            |                      |
| List all costs and assumptions in this area (e.g., 50% of Contractor #1 costs @ \$150 per month for 12 months) |                  |                     |                            |                      |
| Audit Costs  |                  |                     |                            |                      |
| Consumable Supplies  |                  |                     |                            |                      |
| Telephone  |                  |                     |                            |                      |
| Postage and Shipping   |                  |                     |                            |                      |
| Occupancy  |                  |                     |                            |                      |
| a. Rent  |                  |                     |                            |                      |
| b. Utilities   |                  |                     |                            |                      |
| c. Other   |                  |                     |                            |                      |
| <b>Equipment Lease/Purchase</b>  |                  |                     |                            |                      |
| Equipment Maintenance  |                  |                     |                            |                      |
|  |                  |                     |                            |                      |
| Printing & Publications  |                  |                     |                            |                      |
| Travel   |                  |                     |                            |                      |
|  |                  |                     |                            |                      |
| Conferences, Meetings, Etc.  |                  |                     |                            |                      |
| Direct Assistance to Beneficiaries   |                  |                     |                            |                      |

| List all costs and assumptions in this area |  |  |
|---|--|--|
| e.g., Rental assistance for 50 clients at   |  |  |
| \$700 per month)                            |  |  |
|   |  |  |
|   |  |  |
| Membership Dues                             |  |  |
|   |  |  |
|   |  |  |
| <b>Equipment, Land, Buildings</b>           |  |  |
|   |  |  |
|   |  |  |
| Insurance                                   |  |  |
|   |  |  |
| Fuel and Vehicle Maintenance                |  |  |
|   |  |  |
| <b>Total Operating Costs</b>                |  |  |

□ As applicable, attach cost allocation plan

## INSTRUCTIONS - APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule Submit this form in *Excel* in Separate Attachment

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. <u>As applicable, if a reimbursement will be based on a unit rate</u>, 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.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #6: Budget Detail Form: Projected Drawdown Schedule in Word – Sample Only – Must use Excel in Submission

| 1. | Applicant Agency:   |                                       |                             |  |  |  |
|----|---|---------------------------------------|-----------------------------|--|--|--|
| 2. | Proposal Title:   |                                       |                             |  |  |  |
| 3. | . Amount and percent of total requested funds on a quarterly basis: |                                       |                             |  |  |  |
|    | Quarter Ending  | Amount to be Requested                | Percent of Total            |  |  |  |
|    |   |                                       |                             |  |  |  |
|    |   |                                       |                             |  |  |  |
|    | TOTAL   |                                       |                             |  |  |  |
| Ex | xplanation if any projected d                                       | rawdowns exceed 25% of the total      | al requested funds:         |  |  |  |
|    |   |                                       |                             |  |  |  |
|    |   |                                       |                             |  |  |  |
| 4. | As applicable: Reimburse  | ement Rate – only applicable to un    | nit of service contracts:   |  |  |  |
|    | Rate: §   | per                                   | _(hour, client, etc.)       |  |  |  |
|    | Annual units:   |                                       |                             |  |  |  |
| 5. | A a analicalita Data Israti   |                                       | of a consider a contractor. |  |  |  |
| ٥. | As applicable: Kale Justii  | fication – only applicable to unit of | of service contracts:       |  |  |  |
|    |   |                                       |                             |  |  |  |

### **INSTRUCTIONS - APPENDIX #7: Applicant Work Program Summary**

The Work Plan requires activities to be aligned with outcomes and outputs must be specific and related to achieving the outcomes.

- Section 1. Enter the name of the agency.
- Section 2. Enter the project title, from the Proposal Summary and Certification form.
- Section 3. If the work summary is submitted as part of an initial Application (e.g.,RFP Offer), check the box marked "new"; if it is submitted as a contract renewal application, check the box "renewal"; if it is submitted as part of a request for work program revision, check the box marked "revision."
- Section 4. Project Description: Please enter a brief description of the proposed services
- Section 5. Measurable Results:
- A. Under the column headed "Major Project Services/Activities": enter the major activities/sub-activities to be undertaken through the project.
- B. Under "Timeframe": enter the quarters in the fiscal year that these activities will be performed / services will be provided
- C. Under column headed "Outputs from Requested City Funds": For each listed activity, enter the measurable outputs, such as the number of people served/service units, that match the requested City funding level and proposed budget allocation in Appendix #5. The expectation is that funding of service outputs are directly associated with the budget allocation and must not reflect funding from multiple sources per output. Please separate different outputs associated with an activity in different rows.
- D. Under "Measurable Outcomes": insert the applicable measurable outcomes from Section 4.0. An outcome is the specific benefit to well-being for the participant that results from the activity or services provided by your organization. Multiple outcomes associated with an activity may be listed in one row.
- E. Under "Outcome Progress Indicator": insert a measurable indicator from Section 4.0 or other applicable, measurable indicators of progress to achieve outcomes. An indicator is a measurable marker of progress that represents improvement as a result of the activity or services provided by your organization (for instance, % of customers who obtain and maintain permanent housing upon completion of the program as a measurable indicator of Increased Housing Stability).
- F. Under "Measurement Tool", enter the method /name of measurement tool you will use to collect data to report on outputs and progress to outcomes.

Applicants should not try to include every project activity, but should restrict entries to major activities for which measurable outputs and outcomes can be provided and for which they will be accountable if a contract is awarded.

Applicants may add additional pages as needed.

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #7: Applicant Work Program Summary

| 1. Agency Name:  |           |   |                                 |                               |                        |
|--|-----------|---|---------------------------------|-------------------------------|------------------------|
| 2. Project Title   |           |   | 3. Applicant Type  ☐ New ☐ Rene | ewal   Revised                |                        |
| 4. Project Description:                                      |           |   |                                 |                               |                        |
| 5. Measurable Results: List the outcome indicators of progre |           |   | outs for each that will be a    | associated with City fu       | nds only, outcomes,    |
| Major Project Services/<br>Activities                        | Timeframe | Outputs from<br>Requested City<br>Funds | Outcomes                        | Outcome Indicator of Progress | Measurement<br>Tool(s) |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |
|  |           |   |                                 |                               |                        |

Format in landscape and add rows and pages as necessary

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #8: Representations and Certifications

As specified in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, §10(C)(4) the undersigned HEREBY GIVES ASSURANCE THAT:

- a) The Applicant Organization named below will comply and act in accordance with all federal laws and Executive Orders relating to the enforcement of civil rights, including but not limited to, Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Antidiscrimination in Employment, and Executive Order number 11246, Equal Opportunity in Employment; and
- b) That the Applicant Organization named below will comply with all New Mexico State Statutes and City Ordinances regarding enforcement of civil rights; and
- c) The Applicant Organization named below will comply and act in accordance all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Organization or which would be imposed on the City as a public entity; and
- d) That no funds awarded as a result of this request will be used for sectarian religious purposes, as specified in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, §10(C)(4), that: Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes, specifically that: a) there will be no religious test for admission for services; b) there will be no requirement for attendance at religious services; c) there will be no inquiry as to a client's religious preference or affiliation; d) there will be no proselytizing; and e) services provided will be secular and non-sectarian. However, eligible activities, as determined by the fund source, and inherently religious activities may occur in the same structure so long as the religious activity is voluntarily and separated in time and/or location.

| Organization Name                        |       |  |
|--|-------|--|
| Typed Name of Authorized Board Official: |       |  |
| Title:                                   |       |  |
|  |       |  |
| Signature:                               | Date: |  |

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #9: Attachments on File

*Instructions*: If the applicant has received a social services contract from the Department of Health, Housing and Homelessness within the past 12 months and submitted the required attachments, it is not necessary to resubmit the attachments if there has been no change in the information requested.

If the documents currently on file with the City remain current, check the box marked current. If there has been any change in status of documents currently on file (e.g., changes in board members, organizational structure, etc.) check the box marked "Revised Attached" and <u>submit the revised</u> <u>document with the program/project proposal.</u>

| Organization Name:                            |         |                     |
|---|---------|---------------------|
| Document                                      | Current | Revised<br>Attached |
| Certificate of Non-Profit Incorporation       |         |                     |
|   |         |                     |
| Articles of Incorporation                     |         | <u> </u>            |
| Current By-Laws                               |         |                     |
| Applicable Licenses                           |         |                     |
| Listing of Current Board Members              |         |                     |
| Current Organization Chart                    |         |                     |
| Travel Reimbursement Policies (if Applicable) |         |                     |
| Accounting Policies and Procedures            |         |                     |
| Personnel Policies and Procedures             |         |                     |
| Conflict of Interest Statement                |         |                     |
| New Mexico Certificate of Good Standing       |         |                     |
| Job Descriptions / Résumés of Key Personnel   |         |                     |
| Agency's Most Recent Audit                    |         |                     |

## City of Albuquerque Department of Health Housing & Homelessness

## **APPENDIX #10: Drug Free Workplace Requirement Certification Form**

The Organization certifies that it will provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Organization's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing a drug-free awareness program to inform employees of:
  - a. The dangers of drug use in the workplace;
  - b. The Organization's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of an agreement with the City be given a copy of the Organization's drug-free workplace statement.
- 4. Notifying each employer that as a condition of employment under the City's agreement, that employee will:
  - a. Abide by the terms of the Organization's drug-free workplace statement, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
- 5. Notifying the City of Albuquerque, Department of Health, Housing and Homelessness within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
- 6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
  - a. Taking appropriate personnel action against such an employee, up to and including termination;
  - b. or requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate Organization; and
- 7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.
- 8. The Organization also certifies that the Organization's drug-free workplace requirements will apply to all locations where services are offered under the agreement with the City of Albuquerque.

| Organization Name                         |       |
|---|-------|
| Typed Name of Authorized Board Official:_ |       |
| Title:                                    |       |
| Signature:                                | Date: |

## City of Albuquerque

# Department of Health Housing & Homelessness APPENDIX #11: Unique Entity Identification/SAM Registration Acknowledgement and Debarment, Suspension, Ineligibility and Exclusion Certification

| I,                | , as represe               | ntative of  | , hereby |
|-------------------|----------------------------|---|----------|
|                   |                            | ntative of  |          |
| System for Award  | Management (SAM).          |   |          |
| •                 | •                          | debarred, suspended or othervecutive branch of the federal go | •        |
| received by the ( | -                          | lebarment, suspension, inelig<br>Albuquerque, Department of   | •        |
| Organization Nam  | ne:                        |   |          |
| Organization Unio | que Entity ID (UEI):       |   |          |
| Typed Name of A   | uthorized Board Official:_ |   |          |
| Signature:        |                            | Date:   |          |

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #12: Certification of Receipt of Administrative Requirements

## The undersigned HEREBY CERTIFY THAT:

- 1. The agency/organization has received and reviewed a copy of the Administrative Requirements for Social Service Contracts Awarded Under the City of Albuquerque, as revised and effective July 1, 2023; and
- 2. The agency/organization named below will adhere to these *Administrative Requirements* in its operation of City-funded programs; and
- 3. The *Administrative Requirements* are shared and accessible to all relevant staff.

| Agency/Organization Name:               |                                  |
|---|----------------------------------|
|   |                                  |
| Typed Name of Authorized Board Official | Typed Name of Executive Director |
|   |                                  |
|   | <del></del>                      |
| Signature                               | Signature                        |
| Date:                                   | Date:                            |

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #14: City of Albuquerque Forms

Please utilize the links below to access and complete the below indicated required City of Albuquerque Forms. (Agencies can copy and paste the links into a browser to access the forms)

### 1. City of Albuquerque Substitute W-9

City of Albuquerque Substitute W-9 and instructions are online at: https://www.cabq.gov/dfa/onlineservices/modified-w9-supplier-form

Please be sure to include an email address to receive invoicing communications such as purchase orders.

### 2. <u>Disclosure of Lobbying Activities</u>

Disclosure of Lobbying Activities form and instructions are online at: Instructions:

https://apply07.grants.gov/apply/forms/instructions/SFLLL 1 2-V1.2-Instructions.pdf

Form:

https://apply07.grants.gov/apply/forms/sample/SFLLL 1 2 P-V1.2.pdf

### 3. Albuquerque Pay Equity Initiative Form

All businesses submitting bids or proposals (to the City, County, or Water Authority) must include a valid Pay Equity Reporting Form with their bid or proposal. The required form and additional details about the initiative can be found at:

https://www.cabq.gov/gender-pay-equity-initiative

### 4. Vendor Preference Form

### NO PREFERENCES SHALL BE APPLIED IF FEDERAL FUNDS ARE USED

Vendor Preference Form and instructions are online at:

 $\underline{https://www.cabq.gov/dfa/documents/vendor-documents/vendor-preference-affidavit-of-eligibility-final-1.pdf/view}$ 

# City of Albuquerque Department of Health Housing & Homelessness APPENDIX #15: Medicaid Provider Status

Fill in the name of the Organization and the Authorized Official filling out this form. Check the appropriate box regarding Medicaid Provider Status of the Organization as it relates to the proposed program/project.

| Organization:  |   |
|--|---|
| Typed/Printed Name of Authorized Official of the Organization:   |   |
| Title of Program/Project:  |   |
|  |   |
| □ The Organization is currently an approved New Mexico Medicaid provider and will claims for reimbursement for covered services to eligible recipients of this program Reimbursement of services will be reported as Program Income and accounted for it accordance with 13.B. of the Administrative Requirements for Contracts Awarded Ucity of Albuquerque, as may be revised from time to time. | n |
| ☐ The Organization/organization is currently an approved New Mexico Medicaid prov<br>However, the participants in the program and/or the program services are not eligible<br>Medicaid reimbursement.  |   |
| ☐ The Organization/organization is NOT currently an approved New Mexico Medicai provider, but is in the process of applying for approval and expects to be approved by(date).  |   |
| ☐ The Organization/organization is NOT currently an approved New Mexico Medicai provider and does not plan to apply for approval due to the following:   | d |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| Signature: Date:   |   |



We are committed to providing a helping hand to restore dignity and improve the quality of life for every client, every time, in every community we serve.

City of Albuquerque / Department of Health Housing & Homelessness / Division of Behavioral Health and Wellness Request for Proposal

## Site Operations and Behavioral Health Services Project Proposal

### **SOLICITATION # RFP-2025-645-HHH-RM**

### **Submitted To:**

City of Albuquerque, Department of Health Housing & Homelessness, Division of Behavioral Health and Wellness

Request for Proposals from Non-Profit or Governmental Agencies for Recovery Housing for Fiscal Year 2025

### **Submitted By:**

**Family Endeavors, Inc. DBA Endeavors** 6363 De Zavala Road San Antonio, TX 78249

CAGE: 52LR2

UEI: PC1AM3TAQXD8 www.endeavors.org

**Chip Fulghum** 

Chief Executive Officer <u>cfulghum@endeavors.org</u> Cell: +1 (830) 708-5894

The information specifically identified on the pages of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract.



## Table of Contents

| 8.3 Project Narrative   | 1  |
|---|----|
| Organizational Overview   | 1  |
| 8.3.A Project Purpose, Target Population(s) Service Delivery, and Outcomes: | 1  |
| Project Purpose & Target Population   | 1  |
| Service Delivery  | 2  |
| Rationale   | 2  |
| Proposed Practices  | 3  |
| Addressing Demographic Disparities and Inequalities                         | 4  |
| Outreach Methods  | 5  |
| How Project Services Will Reach Output and Outcome Goals                    | 6  |
| Output and Outcome Goals:   | 6  |
| Illustration of Services Provided through City Funding                      | 7  |
| Primary Indicator of Progress Reported by Race/Ethnicity                    | 7  |
| Recommended Frequency and Duration of Client Engagement                     | 8  |
| Typical Tiers of Service  | 8  |
| 8.3.B Measuring Progress  | 9  |
| Process for Collecting, Analyzing, and Reporting Data                       | 9  |
| Process and Schedule for Monitoring Project Quality                         | 9  |
| Process for Identifying Primary Indicators by Race/Ethnicity                | 10 |
| 8.3.C Organizational Capacity: Service Delivery Capabilities                | 10 |
| Agency's Capacity to Administer Programs                                    | 10 |
| Fund Identification   |    |
| Collaborative Partnerships  | 11 |
| Key Fiscal Staff and Personnel  | 11 |
| Job Descriptions and Resumes  | 12 |
| Client Engagement   | 12 |
| 8.3.D Organizational Capacity: Past Performance                             | 12 |
| Previous or Current Contracts with the City of Albuquerque – does not apply | 12 |
| Ability to Deliver on Proposed Services/Demonstration of Similar Services   |    |
| Annendix: 83 C v Joh Descriptions and Resumes                               | 1  |

**ENDEAVORS** 

**8.3 Project Narrative** 

**ORGANIZATIONAL OVERVIEW** 

Endeavors is a faith-based nonprofit dedicated to serving and supporting vulnerable

populations, focusing on core values and prioritizing the people we serve. In 2023, Endeavors

served over 200,000 clients across the U.S. and Puerto Rico through programming in four key

areas: (1) Mental Health and Wellness (including substance use), (2) Sheltering vulnerable

populations, (3) Rapid Response to federally declared disasters, and (4) Trauma-Informed Case

management (including supportive housing). While Endeavors does not yet have a brick-and-

mortar site in New Mexico, we actively serve its residents. This year, we were awarded a contract

through Bernalillo County for Mental Health services. Our Workforce Wellness Program supports

New Mexico residents employed by the Department of Homeland Security, Customs and Border

Protection in El Paso. We have staff in New Mexico providing case management services to

migrant children unified with their families in the state. We are licensed to do business in all 50

states and have submitted our Medicaid application for New Mexico.

8.3.A PROJECT PURPOSE, TARGET POPULATION(S) SERVICE DELIVERY, AND OUTCOMES:

**PROJECT PURPOSE & TARGET POPULATION** 

Endeavors will provide housing and treatment to single adults with Opioid Use Disorder and co-

occurring Substance Use Disorders (SUD) who are in early recovery, recently discharged from

treatment facilities or detention centers, and/or are currently unhoused. We will ensure the facility

operates safely and securely, providing meals, hygiene items, showers, shared technology access,

and secure sleeping quarters. A contracted provider will manage security. Clients will receive

counseling, case management, peer support, wellness classes, and job readiness services. Clients

will also receive medication-assistance treatment (MAT) from a local provider. Endeavors will

Page | 1

This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure

under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.

**ENDEAVORS** 

support clients' recovery journeys by promoting sobriety and helping develop employment skills, interview techniques, and resources for long-term stability. Case managers and peer support specialists will guide clients toward housing solutions and mental health services, with a 3-6 month expected length of stay. Daily services include goal setting, coping skills, and stress reduction through discipline-specific support like group and individual counseling based on treatment plans. The micro-community will operate 24/7, with at least three shelter care staff per shift. Daily services will include intake/discharge coordination, meal distribution, welfare checks, custodial services, safety monitoring, transportation to appointments, and coordination with onsite clinical staff to ensure seamless access to recovery services.

#### **SERVICE DELIVERY**

#### **RATIONALE**

The service model at Endeavors, which has been CARF accredited for 10 years, combines Recovery, Integrated Care, and Peer Support models within a therapeutic community framework focusing on client resocialization. Treatment addresses addiction through social and psychological deficits, emphasizing personal accountability through Cognitive Behavior Therapy (CBT), Family Behavior Therapy, Motivational Interviewing, 12-step facilitation, and peer support. Group and individual therapy examines destructive patterns while developing constructive behaviors. The Recovery Model emphasizes client empowerment through direct treatment involvement, providing coping skills, goal-setting, social skills, health goals, and employment services. Staff receive training in substance use disorder recovery, motivational interviewing, trauma-informed care, SMART Goals, and supportive conversation techniques. Anticipated outputs include attending 5 weekly group sessions, completing treatment plans, writing 3 SMART Goals, attending NA/AA groups, and completing job applications. Expected

**ENDENDEND** 

achievement, and increased employment probability. The Integrative Care Model implements

outcomes encompass sustained sobriety, employment acquisition and retention, health goal

Trauma Informed Care (TIC) through needs assessments, client-centered evaluations,

interdisciplinary meetings, and records management. Key outputs include weekly multi-

disciplinary meetings, shared data, and complete staff training, leading to multiple support levels,

tracked client needs, and successful goal completion. The Peer Support Model utilizes Peer

Support Specialists (PSS) with personal recovery experience for support, advocacy, guidance, and

WRAP group facilitation. The program aligns with Endeavors Mission Recovery Program and

Texas Veterans Commission grant programs, successfully improving sobriety rates, reducing

relapse risk, and increasing housing stability.

PROPOSED PRACTICES

Our integrated service approach combines TIC, person-centered treatment, and community

collaboration to foster safety and trust through de-escalation techniques and safe spaces.

Trauma-Informed Care (TIC): Staff receive comprehensive training in TIC principles to address

trauma impacts, recognize signs, and prevent re-traumatization. They implement de-escalation

techniques, create safe spaces, and ensure dignified treatment. Regular team meetings incorporate

TIC strategies to support each client's recovery journey in a safe space.

Person-Centered Approach: Within two weeks of intake, clients collaborate with Case Managers

and Clinicians to develop Individualized Treatment Plans (ITPs). These plans include SMART

Goals and Risk Pathways aligned with client priorities, such as employment or mental health

management. Staff regularly review and update ITPs to ensure services remain relevant throughout

recovery, supporting client autonomy and self-determination.

Page | 3

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under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal.

**ENDEAVORS** 

**Community Collaboration:** Endeavors maintains key partnerships with Albuquerque organizations to provide comprehensive support, including:

- Healthcare/Behavioral Health/Crisis Support: Albuquerque Healthcare for the Homeless,
   Haven Behavioral Hospital, Choice Recovery Path, New Mexico Crisis Line, NAMI,
   Crossroads for Women, and The Life Link provide medical, behavioral health, crisis support,
   and substance use treatment.
- Housing: Heading Home, The Rock at Noonday, Barrett Foundation, and HopeWorks offer transitional and permanent supportive housing with case management.
- Indigenous Services: First Nations Community HealthSource and Coalition to Stop Violence

  Against Native Women help ensure culturally sensitive care.
- **Employment:** Goodwill Industries and NM Workforce Connection provide job training and employment resources.

ADDRESSING DEMOGRAPHIC DISPARITIES AND INEQUALITIES

Culturally Responsive Care: Endeavors hires culturally competent staff and reinforces their knowledge with cultural competency training; materials will be available in multiple languages, including Spanish. Peer Support Specialists reflect client populations to foster trust.

**Focus on Vulnerable Populations:** We provide ADA-compliant facilities, accessible housing, and assistive technologies. Outreach targets underserved racial and ethnic groups, while LGBTQIA+ clients receive affirming care addressing unique challenges.

Community-Based Solutions: As discussed in our Proposed Practices section, partnerships with local organizations serving marginalized groups ensure services align with population needs.

Public Health Order Modifications: Telehealth services for therapy and case management, proven successful during COVID-19 at our 3,000-bed Texas facility, among other mental health

**ENDEAVORS** 

related projects; Physical changes include social distancing, enhanced sanitization, and

reconfigured spaces; Continued critical services through staggered schedules and contact-free

delivery, leveraging experience from operating ten simultaneous shelter operations during 2021;

Coordination with health departments for guidance, vaccines, and testing.

**OUTREACH METHODS** 

Endeavors' Intake/Outreach Coordinator will work with leadership to implement strategies like:

Community-Based Partnerships: We collaborate with local community-based organizations

(CBOs) and advocacy groups serving marginalized populations, including Albuquerque Health

Care for the Homeless, Indigenous service providers, and LGBTQ+ resource centers. Key partners

like The Rock at Noonday, Barrett Foundation, and Heading Home help facilitate co-hosted events

and resource fairs in high-need neighborhoods. Through Coordinated Entry System (CES)

partnerships, we ensure access to medical, behavioral health, and housing services. We also engage

faith-based organizations and civic clubs to reach communities excluded from formal care systems.

Street outreach teams directly connect with individuals in encampments or transient conditions.

Targeted Recruitment: Outreach materials are provided in multiple languages, including Spanish

and Navajo. Messaging addresses specific demographic barriers (e.g., mental health stigma) and

utilizes traditional and digital media to reach diverse populations.

Peer Support Outreach: Specialists with lived experience conduct outreach, lead presentations

at treatment facilities, and attend community events to build trust and program awareness.

Retention Strategies: Dedicated case managers provide personalized support with flexible

scheduling and transportation assistance to reduce participation barriers. Peer-led support groups

foster community belonging.

Page | 5



**Data-Driven Approach:** We track recruitment and retention metrics by demographics to identify service gaps and refine outreach methods, ensuring continuous improvement in equity.

HOW PROJECT SERVICES WILL REACH OUTPUT AND OUTCOME GOALS

**OUTPUT AND OUTCOME GOALS:** 

The program will achieve two critical outcomes identified in Section 4.0: **Increased Behavioral Health** and **Increased Housing Stability.** 

in services addressing identified needs, reduce crisis service utilization, maintain employment,

1) Behavioral Health Stability: People with substance use/mental health disorders will engage

and increase daily functioning. Progress indicators include treatment plan completion,

education/training, stable employment gains, supportive housing obtainment, and reduced crisis

events such as 911 calls, hospital use, detox services, or criminal justice interactions. Our

specific outcomes will include: (1) 100% of client will have daily contact with on-site staff to

facilitate recovery, wellness, and safety; (2) 100% of clients will be assigned a Case Manager

upon intake and will have an Individual Service Plan developed within the first two weeks of

admission; (3) 90% of clients will attain one goal during monthly review of treatment plans.

2) Housing Stability: Clients will maintain residence in safe, affordable dwellings, measured

through successful placement (60% of clients placed into permanent housing within 6 months),

and considered stable if they remain housed after 6 months.

Our Implementation: The micro-community achieves outcomes through structured, evidence-

based activities. For Behavioral Health Stability, clients receive weekly individual counseling and

five peer-led group sessions covering relapse prevention, stress management, and life skills.

Housing Resource Assistance supports clients through applications and placement. The program

serves 50 clients at capacity, assigns case managers within 48 hours, delivers 20 monthly group

Page | 6

**ENDEAVORS** 

sessions, and transitions 30 clients annually to stable housing. Progress is measured through crisis service reduction, PHQ-9, GAD-7, and Q-LES-SF assessments, housing retention rates a 6 months,

and demographic data to ensure equitable outcomes.

ILLUSTRATION OF SERVICES PROVIDED THROUGH CITY FUNDING

**Core activities** supporting alignment with the SOW and Logic Mode include:

Intake and Assessment: Completed within 48 hours, identifying needs and developing

Individualized Treatment Plans with Risk Pathways and SMART Goals within 2 weeks. Uses

PHQ-9 and GAD-7 screening tools to evaluate behavioral health stability.

Behavioral Health Support: Weekly individual counseling and 5 group sessions incorporating

CBT, Motivational Interviewing, and peer-led discussions focused on relapse prevention and life

skills. The target is 60% of participants showing measurable wellness improvements.

Housing Resource Assistance: Case managers initiate housing support within 30 days,

connecting clients with community resources, such as the housing authority, to find low—or no-

income options (PSH, for example). The goal is that 30 clients obtain housing within 6 months.

Daily Support Services: Includes meals, shower access, transportation, and facility maintenance,

with 24/7 staffing and a 95% client satisfaction target.

**Implementation Timeline:** By 3/1/25, we'll be ready to serve 10 clients, expanding to 20 clients

by 5/1/25, then gradually increasing to 50-client capacity after 7/1/25 with the new budget year.

Linkage to Outcome Measurement: Services directly support behavioral health and housing

stability through counseling and housing assistance. Progress tracked through mental health

assessments, crisis service utilization, housing placement and retention rates, client feedback

surveys, and follow-up assessments ensuring long-term success.

PRIMARY INDICATOR OF PROGRESS REPORTED BY RACE/ETHNICITY

Page | 7

**ENDEAVORS** 

Ensuring equitable outcomes, the program tracks housing data by race, ethnicity, and other

demographics, measuring the percent of clients transitioned to housing at 6 months and retention

rates at 3, 6, and 12-month intervals. Our data locates disparities within historically underserved

groups, particularly Indigenous and Hispanic clients, who face barriers to stable housing.

Approach to Equity: If disparities are identified, we implement culturally responsive

interventions through enhanced case management, targeted outreach, and strengthening our

partnerships with culturally specific organizations. Regular data reviews will help ensure that

adjustments are targeted and effective, supporting equity across all demographics served.

RECOMMENDED FREQUENCY AND DURATION OF CLIENT ENGAGEMENT

Clients will engage in tailored recovery services over 3 to 6 months, with regular engagement to

ensure progress toward program outcomes. Services include weekly individual therapy sessions,

5x weekly group therapy sessions (including NA/AA), and ongoing housing assistance through

case managers who will address initial housing needs within 30 days and provide support until

permanent housing or another placement (based on clients clinical needs), is secured. This

consistent and intensive engagement ensures clients have the structure and resources to stabilize

their behavioral health, achieve housing security, and supports the goal of reducing reliance on

crisis services and increasing housing retention.

TYPICAL TIERS OF SERVICE

Services will be delivered in three phases to match the intensity and duration of client needs:

Stabilization (0-30 Days): High-intensity support includes assessments, ITPs, behavioral health

interventions, and housing needs evaluation. Daily staff contact ensures rapid stabilization.

**Recovery (1-3 Months):** Clients address destructive patterns and adopt constructive behaviors.

Focus includes intense ITP implementation, weekly SMART goal achievement and evaluation

Page | 8

**ENDEAVORS** 

toward progress, relapse prevention, life skills training, and employment services. This period will

also involve individual counseling and peer-led group therapy. **Transition (4-6 Months):** Intensity

decreases as clients achieve employment and housing stability. The focus shifts to long-term

independence, housing transition, community resources, and employment success. Reduced case

management continues for check-ins and referrals.

**8.3.B MEASURING PROGRESS** 

PROCESS FOR COLLECTING, ANALYZING, AND REPORTING DATA

Endeavors implements comprehensive data collection using HIPAA-compliant case management

software for real-time tracking. Initial client assessments use validated tools for behavioral health

baselines, including PHQ-9, GAD-7, and Q-LES-SF. For substance use evaluation, we employ the

Substance Abuse Subtle Screening Inventory (SASSI) and Addiction Severity Index (ASI), a semi-

structured interview developed at Philadelphia VA Medical Center. Assessments are updated

every 30 days to monitor ITP progress. Daily outputs like group sessions and housing placements

are aggregated monthly, while progress indicators such as crisis service reduction and housing

placements are reported quarterly.

**Outcomes Measurement:** 

• Behavioral Health: Clinician assessments and self-reports target 60% of participants showing

reduced anxiety, depression, and stress symptoms

• Housing Stability: Tracks successful placements and retention rates at multiple intervals

Monthly internal reports summarize activities, outputs, and outcomes, with quarterly reporting.

PROCESS AND SCHEDULE FOR MONITORING PROJECT QUALITY

Endeavors maintains continuous quality control through bi-monthly meetings between the

Corporate Behavioral Health Officer (CBHO), Program Director, and support staff to review care

Page | 9

**ENDEAVORS** 

attendance rates, and monthly output/outcome measures. Quarterly Professional Practice Reviews

quality, program work, and professional practices. Reviews include productivity reports,

assess service delivery, including problem identification, diagnosis documentation, risk

assessments, and client goals. The Endeavors Clinical Quality Improvement Committee, led by

physician leadership, develops policies and oversees behavioral health services. Quarterly client

file audits ensure accurate data collection and documentation. Client feedback is gathered through

enrollment, monthly, and exit surveys, analyzed alongside performance metrics. Plan-Do-Study-

Act cycles test and implement program improvements.

PROCESS FOR IDENTIFYING PRIMARY INDICATORS BY RACE/ETHNICITY

Primary indicators like housing placements and behavioral health progress are tracked by race,

ethnicity, and other demographics through intake data collection. Quarterly analysis assesses

outcome equity, with program adjustments addressing identified gaps. Findings are shared in

quarterly reports to maintain transparency and accountability.

8.3.C ORGANIZATIONAL CAPACITY: SERVICE DELIVERY CAPABILITIES

AGENCY'S CAPACITY TO ADMINISTER PROGRAMS

Endeavors has managed federal funds (contracts and grants) for 15+ years with strong internal

controls. Our financial infrastructure includes 37 Financial Policies and Procedures (reviewed

yearly), regular audits, and Sage Intacct software for compliance reporting and monitoring. We

received an unmodified clean opinion in our 2023 audit. We adhere to the Code of Federal

Regulations Part 75 Subpart D requirements for Financial/Program Management, Property

Procurement, Performance/Financial Monitoring, and Record Retention. Our procurement system

ensures full compliance with CFR standards. Recent successful projects include:

Page | 10

**ENDEAVORS** 

Marshalling Yard (Austin): We mobilized a 300-person homeless shelter focused on TIC and

culturally sensitive service delivery in 72 hours; achieved 85% quarterly utilization.

Northbridge: Large-scale, low-barrier shelter with 90% 6-month housing retention.

VA's Supportive Services for Veterans and Families: Administered since 2012, with a \$15M

2025 award as the largest Texas provider and in the top 5 nationally.

**FUND IDENTIFICATION** 

Once our New Mexico Medicaid application is accepted and follow-up steps are completed, we

can leverage city funds for Medicaid-approved services; application began in November 2024.

**COLLABORATIVE PARTNERSHIPS** 

In Arizona, we partnered with Lutheran Social Services of the Southwest and IRC Phoenix for

migrant shelters. In Houston, TX, we operate multiple housing and supportive services programs,

collaborating with Texas Work Force, Harris County Domestic Violence Services, Health Care for

the Homeless, Houston Housing Authority, Houston Coalition for the Homeless, and the local

CoC. For this program, Albuquerque Healthcare for the Homeless will collaborate with Endeavors,

as well as United Way of North Central New Mexico, who is committed to entering into an MOU.

KEY FISCAL STAFF AND PERSONNEL

Endeavors utilizes Intrepid Staffing Services LLC for non-clinical positions, with 1,600+ reserve

staff available within 72 hours. Clinical staff operate under our Chief Medical Officer and CBHO,

vetted through Acorn credentialing platform and trained in trauma-informed care, Critical Incident

Stress Management (CISM), mental health first aid, and suicide prevention. In addition to front-

line shelter care positions, key staff positions include:

**Program Director:** Oversees program compliance and performance monitoring and serves as City

liaison. Manages staffing and implementation of evidence-based practices. Clinicians: Master's-

Page | 11

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**ENDEAVORS** 

level professionals with advanced licenses (LPC, LCSW, or LMFT required; LCDC preferred)

trained in trauma-focused treatment and co-occurring disorders. Peer Support Specialist:

Individuals with lived experience providing support and advocacy. Certified Wellness

**Practitioner** (CWP): Bachelor's-level professional implementing wellness programs following

Endeavors' Six Principles of Wellness to coordinate client care. Intake/Outreach Coordinator:

Conducts assessments, schedules appointments, coordinates stakeholder communication, and

contacts community organizations for referrals. Case Manager/Housing Resource Assistance:

case management activities include coordinating services, housing resource assistance, and

supportive services. Completes data entry. Fiscal Control Staff: Oversight by our Board of

Directors, Chief Executive Officer and Chief Financial Officer. Our Controller and Revenue

Accountant oversees the SAGE accounting system and monthly reviews of the program budget to

monitor spend down and allowable expenses.

JOB DESCRIPTIONS AND RESUMES

Please see Appendix 8.3.C.v Job Descriptions and Resumes.

**CLIENT ENGAGEMENT** 

Our program will engage clients with Medicaid and the Coordinated Entry System (CES), to

ensure access to critical resources, including housing and behavioral health services. Case

Managers assist in enrollment and service access. Integration with these systems ensures clients

benefit from a seamless continuum of care while leveraging external resources.

8.3.D ORGANIZATIONAL CAPACITY: PAST PERFORMANCE

PREVIOUS OR CURRENT CONTRACTS WITH THE CITY OF ALBUQUERQUE

Does not apply.

ABILITY TO DELIVER ON PROPOSED SERVICES/DEMONSTRATION OF SIMILAR SERVICES

Page | 12

**ENDEAVORS** 

Endeavors has extensive experience providing services like those in the SOW, including:

Homelessness Services: Operated shelters serving 50,000+ clients, providing turnkey case management, behavioral health, and wraparound services. This includes Northbridge and Marshalling Yard sites in Austin, 5 permanent supportive housing sites, and 5 rapid rehousing programs through HUD/CoC funding. Achieve 95% sustainable housing rates. Currently, manage the Houston Coalition for the Homeless rapid rehousing contract through 2025. Migrant Care Services: Managed a 3,000-bed Pecos Children's Center and eight Emergency Family Shelter Centers across Texas/Arizona, serving 85,000+ individuals since 2021 with excellent CPAR ratings from ORR and ICE. Behavioral Health Services: Our funded programs include the Mission Recovery Program (75% reporting sustained improvements), Texas Veterans Commission services (80% mental health improvement, 60% housing/employment stability), and three Cohen Military Family Clinics serving veterans/families. Community Services reached 3,772 Bexar County clients in 2023-24, with 50% showing reduced depression/anxiety. Through our Zero Suicide Initiative program, funded through SAMHSA, we've trained over 4,000 staff and community members. Emergency Services: in response to services needed from Hurricanes Ian and Idalia we staffed 147 shelter staff and 25 clinicians.

**BUDGET** 

Our budget for the initial period (2/1/25 through 6/30/25) includes staffing for 20 clients in care as we ramp up. We will need additional staff to support 50 clients, which will be included in the 12-month budget period beginning 7/1/25.

Page | 13



# Family Endeavors Inc. - Scoring Summary

## **Evaluation Group 1 - Main Evaluation**

|             | Total     | Comprehensive Explanation of Project Purpose, Target Population(s) Service Delivery, and Outcomes | Measuring Progress | Organizational<br>Capacity: Service<br>Delivery Capabilities | Organizational<br>Capacity: Past<br>Performance |
|-------------|-----------|---|--------------------|--|---|
| Reviewer    | / 110 pts | / 25 pts  | / 5 pts            | / 25 pts   | / 10 pts  |
| 1           | 73 pts    | 20 pts  | 4 pts              | 18 pts   | 8 pts   |
| 2           | 75 pts    | 18 pts  | 4 pts              | 18 pts   | 8 pts   |
| 3           | 71 pts    | 20 pts  | 3 pts              | 18 pts   | 6 pts   |
| 4           | 72 pts    | 18 pts  | 4 pts              | 18 pts   | 7 pts   |
|             | Average:  | 19 pts  | 3.75 pts           | 18 pts   | 7.25 pts  |
|             |           | <b>\</b>  | <b>\</b>           | <b>↓</b>   | <b>↓</b>  |
| Calculated: | 72.75 pts | 19 pts  | 3.75 pts           | 18 pts   | 7.25 pts  |



|             | Demonstrates ability<br>to expend City funds<br>in a fiscally<br>responsible manner | Proposed Work Plan<br>(APPENDIX #7) | Preference Points |
|-------------|---|-------------------------------------|-------------------|
| Reviewer    | / 15 pts  | / 20 pts                            | / 10 pts          |
| 1           | 8 pts   | 15 pts                              | 0 pts             |
| 2           | 12 pts  | 15 pts                              | 0 pts             |
| 3           | 10 pts  | 14 pts                              | 0 pts             |
| 4           | 11 pts  | 14 pts                              | 0 pts             |
|             | 10.25 pts   | 14.5 pts                            | 0 pts             |
|             | <b>↓</b>  | <b>↓</b>                            | <b>↓</b>          |
| Calculated: | 10.25 pts   | 14.5 pts                            | 0 pts             |



## **CITY OF ALBUQUERQUE**

### Department of Health, Housing, & Homelessness

Gilbert Ramirez, Director

Timothy M. Keller, Mayor

December 26, 2024

Chip Fulghum Family Endeavors, Inc. dba Endeavors 6363 De Zavala Road San Antonio, TX 78249

RE: Application for Funds through RFP-2025-645-HHH-RM, Gateway to Recovery Housing

Dear Mr. Fulghum:

The City has completed the review process for the applications submitted in response RFP-2025-645-HHH-RM, Gateway to Recovery Housing.

We thank you for your submission. An ad hoc review committee recommended your application for the above listed scope of service for funding. The amount listed below is the amount the ad hoc review committee recommended that your agency receive.

| Scope of Service                 | Budget amount submitted with proposal | Budget amount recommended |
|----------------------------------|---------------------------------------|---------------------------|
| Gateway Micro Recovery Community | \$1,121,116.20                        | \$1,121,117               |

Please be advised that the final budget amount of your contract is contingent upon approval of the RFP award by the Mayor and the City Council. Department staff will contact you within the next several days to discuss your application and begin contract development. If there is a difference between the recommended amount and the actual amount requested in your proposal, Department staff will work with your agency to make the necessary adjustments.

| Respectfully,   |       |
|---|-------|
| DocuSigned by:  |       |
| Ellen Braden  |       |
| Eller Braden on behalf of Gilbert Ramirez, LCSW, Dire | ector |
| Department of Health, Housing, and Homelessness       |       |