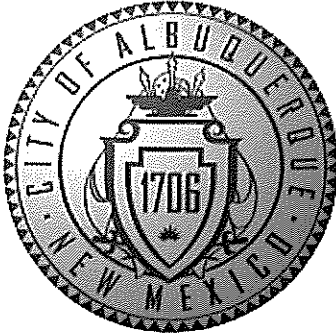


CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor



Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

April 14, 2025

TO: Brook Bassan, President, City Council**FROM:** Timothy M. Keller, Mayor**SUBJECT:** Recommendation of Award for medical sheltering and social support services.

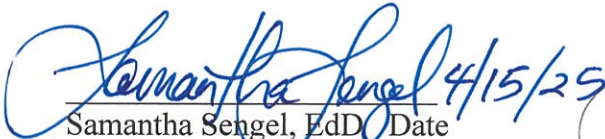
The Memo to the Council President requests authorization to establish agreements with Community Bridges Inc. for First Responder Drop Off and Gateway Men's Housing Navigation services, and Horizons Services, Inc. for Medical Sobering services. These recommendations are based on a recent Request for Proposals, during which an impartial committee scored applications. Through these partnerships, the Department of Health, Housing, & Homelessness aims to provide medical sheltering and social support services to approximately 120 individuals experiencing homelessness.


Approval of this legislation will allow the City to fund agreements annually totaling up to \$1,800,000 for Gateway Men's Housing Navigation, \$1,239,000 for First Responder Drop Off, and in FY2026, the remaining SAMSHA award available for Medical Sobering is \$1,663,500 (SAMHSA-R-23-188 for a contract between July 1, 2025 and September 30, 2025). For the remaining contract period, October 1, 2025, through June 30, 2026, HHH will utilize \$2,250,000 will be funded through Opioid Settlement dollars appropriated in C/s R-25-128. There are other men's shelter providers in Albuquerque, but existing programs are insufficient to meet the current housing demands. Furthermore, First Responder Drop Off, Medical Sobering, and Men's Housing Navigation services are new to Albuquerque and fill critical service gaps that have yet to be addressed. No revenue source is specifically associated with this legislation, and these programs will be supported through existing departmental funds.

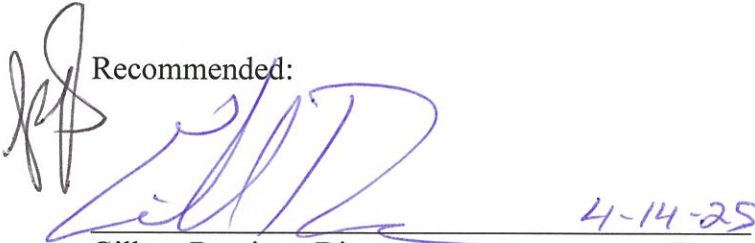
TITLE/SUBJECT OF LEGISLATION Recommendation of Award for medical sheltering and social support services.

Approved:

Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer


Lauren Keefe Date
City Attorney


Recommended:
Gilbert Ramirez, Director Date
Dept. of Health Housing & Homelessness

Cover Analysis

1. What is it?

Request authorization to establish an Agreement with Community Bridges Inc. to offer First Responder Drop off and Gateway Men's Housing Navigation services, and Horizons Services, Inc., to provide Medical Sobering services.

2. What will this piece of legislation do?

Authorize the funding to establish an Agreement with Community Bridges Inc. to offer First Responder Drop off and Gateway Men's Housing Navigation services, and Horizons Services, Inc., to provide Medical Sobering services.

3. Why is this project needed?

To provide medical, sheltering, and social support services to 120 individuals experiencing homelessness.

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

Up to \$1,800,000 for Gateway Men's Housing Navigation, \$1,239,000 for First Responder Drop Off, and \$1,663,500.00 (SAMHSA-R-23-188) Medical Sobering through 9/29/2025. Funding Sources are identified for each project in the FIAs.

5. Is there a revenue source associated with this contract? 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 the identified providers to offer the services noted.

7. Is this service already provided by another entity?

There are other men's sheltering providers in Albuquerque, however, these existing programs are unable to keep up with the demand for this housing type. First Responder Drop Off, Medical Sobering, and the Young Adult Housing Navigation are new and unique services to Albuquerque.

FISCAL IMPACT ANALYSIS

TITLE: Request authorization to establish a Professional Services Agreement with Community Bridges Inc to provide Men's Housing Navigation Services. **R: xx O:**
FUND: 265/201

DEPT: 3000000

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2025	Fiscal Years 2026	2027	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	1,800,000	-	-	1,800,000
Capital/Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Amount of Grant	1,800,000	-	-	1,800,000
City Cash Match	-	-	-	-
City IDOH	-	-	-	-
Total Revenue	\$ 1,800,000	\$ -	\$ -	\$ 1,800,000
City Inkind Match	\$ -	\$ -	\$ -	\$ -

For out years, these estimates do not include any adjustment for inflation.

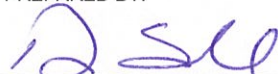
* Range if Revenue not easily quantifiable

Number of Full-Time Positions Existing _____ New _____


COMMENTS:

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

HHH is requesting authorization of Professional Service Agreement with Community Bridges Inc to provide Men's Housing Navigation Services for up to fifty (50) clients experiencing homelessness. The total amount of the contract is \$1,800,000, funding contingent on receiving state appropriation in House Bill 2 in the 2025 legislative session.

PREPARED BY:


 FISCAL/PROGRAM ANALYST

APPROVED:


 DIRECTOR (date) 4-15-25

REVIEWED BY:
  

 EXECUTIVE BUDGET ANALYST BUDGET OFFICER (date) CITY ECONOMIST

FISCAL IMPACT ANALYSIS

TITLE: Request authorization to establish a Professional Services Agreement with Community Bridges Inc to provide Frist Responder Receiving Area Services **R: xx O:**
FUND: 265/201

DEPT: 3000000

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2026	Fiscal Years 2027	2028	Total
Base Salary/Wages	-	-	-	-
Fringe Benefits at Subtotal Personnel	-	-	-	-
Operating Expenses	1,239,000	-	-	1,239,000
Capital/Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 1,239,000	\$ -	\$ -	\$ 1,239,000
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Amount of Grant	1,239,000	-	-	1,239,000
City Cash Match	-	-	-	-
City IDOH	-	-	-	-
Total Revenue	\$ 1,239,000	\$ -	\$ -	\$ 1,239,000
 City Inkind Match	 \$ -	 \$ -	 \$ -	 \$ -


For out years, these estimates do not include any adjustment for inflation.
 * Range if Revenue not easily quantifiable

Number of Full-Time Positions Existing _____ New _____


COMMENTS:

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

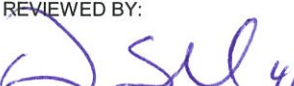
HHH is requesting authorization of Professional Service Agreement with Community Bridges Inc to provide Frist Responder Receiving Area Services for up to twenty (20) clients every night experiencing homelessness. The total amount of the contract is \$1,239,000, funding contingent on receiving state appropriation in House Bill 2 in the 2025 legislative session.

PREPARED BY:


 FISCAL/PROGRAM ANALYST

APPROVED:


 DIRECTOR (date) 4-15-25

REVIEWED BY:


 EXECUTIVE BUDGET ANALYST



 BUDGET OFFICER (date)



 CITY ECONOMIST

FISCAL IMPACT ANALYSIS

TITLE: Request authorization to establish a Professional Services Agreement with Horizons Inc to provide Medical Sobering Services. **R: xx O:**
FUND: 265/201

DEPT: 3000000

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2026	Fiscal Years 2027	2028	Total
Base Salary/Wages	-	-	-	-
Fringe Benefits at	-	-	-	-
Subtotal Personnel	-	-	-	-
Operating Expenses	2,250,000	-	-	2,250,000
Capital/Property	-	-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 2,250,000	\$ -	\$ -	\$ 2,250,000
<input type="checkbox"/> Estimated revenues not affected				
<input checked="" type="checkbox"/> Estimated revenue impact				
Amount of Grant	2,250,000	-	-	2,250,000
City Cash Match	-	-	-	-
City IDOH	-	-	-	-
Total Revenue	\$ 2,250,000	\$ -	\$ -	\$ 2,250,000
City Inkind Match	\$ -	\$ -	\$ -	\$ -

For out years, these estimates do not include any adjustment for inflation.

* Range if Revenue not easily quantifiable

Number of Full-Time Positions Existing _____ New _____

COMMENTS:


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

HHH is requesting authorization of Professional Service Agreement with Horizons Inc to provide medical sobering services to fifty (50) clients every night experiencing substance abuse disorders at Gateway center's Medical sobering facility. In FY26, the remaining SAMSHA award available for medical sobering is \$1,663,500 (SAMSHA-R-23-188) for a contract between July 1, 2025 and September 30, 2025. For the remaining contract period, October 1, 2025 through June 30, 2026 HHH will utilize \$2,250,000 contingent on Opioid Settlement dollars appropriated in C/S R-25-128.

PREPARED BY:


FISCAL/PROGRAM ANALYST

APPROVED:


DIRECTOR (date) 4-15-25

REVIEWED BY:


EXECUTIVE BUDGET ANALYST


BUDGET OFFICER (date)


CITY ECONOMIST

SUBRECIPIENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (the “City”), and Horizon Services, Inc. (the “Sub-Recipient”), a California non-profit corporation.

RECITALS

WHEREAS, the City is the grantee of a Substance Abuse and Mental Health Services Administration (SAMHSA), City of Albuquerque Medical Sobering Center Federal Award, Identification Number H79FG001020, from the U.S. Department of Health and Human Services (DHHS), dated August 25, 2023, which will be used to fund this Agreement in part; and

WHEREAS, the City of Albuquerque Medical Sobering Center Federal Award, a Community Funded Project, is recognized by the Assistance Listing Number 93.493; and

WHEREAS, the City desires to engage the Subrecipient to administer the Medical Sobering Center Project identified below; and

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

WHEREAS, Horizon Services, Inc. (“HSI”) intends to establish a nonprofit subsidiary in New Mexico for the purpose of conducting business in the state, and the Parties acknowledge that HSI may seek to assign this Agreement to the subsidiary upon its establishment; and

WHEREAS, the Subrecipient represents that it has the expertise and resources to render such services; and

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

1. Scope of Services. The Subrecipient shall perform the services set out in **Exhibit A** (“Services”) in a satisfactory and proper manner as determined by the City, and within the requirements of RFP-2025-650-EV and the terms of this Agreement.

2. Term of Agreement. The term of this Agreement shall start upon execution and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the Services required hereunder shall be completed by September 29, 2025, unless otherwise agreed to, in writing, by the parties 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 – September 29, 2025

Year 2: September 29, 2025 – June 30, 2026

Year 3: July 1, 2026 – June 30, 2027

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1, the City agrees to pay the Subrecipient up to the amount of One Million Six Hundred Sixty-Three Thousand Five Hundred and No/100 Dollars (\$1,663,500.00) for Year 1 of the Agreement, which total amount includes any applicable gross receipts tax. This amount shall constitute complete compensation for the Subrecipient's Services, including all expenditures made and expenses incurred by the Subrecipient 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 \$7,663,500, depending on performance and funding allocations.

B. Method of Payment.

(1) The City agrees to pay such sum to the Subrecipient on a cost reimbursement basis at no more than bi-weekly but no less than quarterly intervals, targeting a 30 day turn-around on payables against contractor invoices, 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 and **Exhibit B** shall be reimbursed. The City shall withhold reimbursement to the Subrecipient 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 Subrecipient is in full compliance with all the terms of this Agreement.

(2) All requisitions for payment submitted by the Subrecipient must be supported by documentation of Services provided in the Subrecipient's files.

(3) Checks issued by the Subrecipient 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 Subrecipient under this Agreement shall be spent by the Subrecipient within three (3) days of the receipt of said funds unless such funds are for the reimbursement of costs for which Subrecipient 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. The use of "Program Income," as that term is defined in 45 CFR §75.307 and 2 CFR 1201.80, is subject to the use restrictions under 24 CFR Part 75. Specifically Subrecipients that are for-profit commercial organizations must use the deductive alternative and reduce their subaward by the amount of program income earned.

D. Compliance with Part 200 Uniform Requirements. The Subrecipient must comply with all applicable requirements of Part 200 Uniform Requirements, which include, among other things, requirements regarding financial management, internal controls, cost principles, allowable costs, indirect costs, records retention and access, audit requirements, and lower tier subawards

and/or procurement contracts. For more information and resources on the Uniform Guidance, please review the following citations from the Code of Federal Regulations (CFRs): 2 CFR Part 200 as codified by HHS at 45 CFR Part 75; and for the funds in support of this contract, see: <https://www.ecfr.gov/>. Certain information pertaining to this federal award is required to be included as a part of this Agreement pursuant to 2 CFR §200.332 and is set forth on **Exhibit C**, attached hereto. Subrecipient must comply with the applicable provisions of 2 CFR Part 200, Appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, attached hereto as **Exhibit D**.

E. Ad Hoc Submissions. Throughout the project period, SAMHSA may determine that the grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following: payroll, purchase orders, contract documentation, and proof of project implementation. The Subrecipient must maintain and provide upon request, all documents and information related to Services and billing, including those described above, in the event of a request by SAMHSA for ad hoc submissions.

F. Non-Supplant. Federal funds must supplement, not replace (supplant) non-federal funds. The Subrecipient must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-federal resources has occurred for reasons other than the receipt of or expected receipt of federal funds.

G. Appropriations. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council un-appropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

H. Responsibility to Monitor Contract. The Subrecipient is responsible for ensuring that the Subrecipient does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Subrecipient shall include a ledger report that identifies the total amount the Subrecipient has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Subrecipient determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Subrecipient shall notify the City in writing, as soon as possible after making that determination. If the Subrecipient's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Performance Monitoring. The Subrecipient will from time to time provide assistance and information needed by staff of the City's Department of Health, Housing and Homelessness to monitor and evaluate the performance of the Scope of Services. It is understood that the City's

Department of Health, Housing and Homelessness staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.

5. Restrictions on Use of Funds.

A. The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting.

B. Some costs associated with hosting conferences may be allowable pursuant to 45 CFR Part 75 (see §75.438, §75.456, §75.474, and §75.475). When a conference is funded by a grant or cooperative agreement, the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites): “Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

C. All costs incurred prior to the award issue date and costs not consistent with the funding opportunity, 45 CFR Part 75, and the HHS Grants Policy Statement, are not allowable under this award.

D. Costs allocated to the award must be reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable policies and regulations. The cost principles that delineate the allowable and unallowable expenditures for the federal Department of Health and Human Service recipients are described in the applicable sections of the Code of Federal Regulations (CFR). Funding limitations and restrictions are listed in the Notice of Funding Opportunity and in the SAMHSA grantee guidelines on Financial Management Requirements. Subrecipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds, according to the “factors affecting allowability of costs” outlined in 2 CFR §200.403 and the “reasonable costs” considerations outlined in 2 CFR §200.404.

E. Marijuana Restriction. SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 CFR § 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

F. Executive Pay. The Consolidated Appropriations Act, 2023 (Public Law No: 117-328), signed into law on December 29, 2022, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale.

G. Promotional Items. SAMHSA grant funds may not be used for Promotional Items. Promotional items include but are not limited to clothing and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

H. Reversion of Assets. Upon the expiration of this Agreement, the Subrecipient shall transfer to the City any contract funds on hand at the time of expiration and any accounts receivable attributed to the use of contract funds. The Subrecipient shall ensure that any property that was acquired or improved in whole or in part with contract funds complies with the Scope of Services Section of this Agreement and must adhere to the Property Management Section of the Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Social Services Program, as amended.

I. Prohibition on certain tele-communications and video surveillance services or equipment. As described in 2 CFR § 200.216, recipients and subrecipients are prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to: procure or obtain; extend or renew a contract to procure or obtain; or enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities): (1) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (2) telecommunications or video surveillance services provided by such entities or using such equipment; or (3) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

J. Support of Salaries and Wages. Charges to City contracts for salaries and wages shall be based on documented payrolls approved by a responsible official(s) of the organization. Charges of salaries and wages to City contracts shall be supported by payroll register, general ledger, and paystubs and the personnel activity reports as specified in this part of the Agreement. Other acceptable documentation will be based on the review and approval by the Department. Personnel Activity Reports (PAR) reflecting the distribution of activity of each employee shall be maintained for all staff members whose compensation is charged in whole or in part directly to City contracts. Reports maintained by the Sub-recipient shall meet the following standards: (1) the PAR shall reflect an after the fact determination of the actual activity of each employee and reflect applicable funding sources; (2) each PAR shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization. Charges for the salaries and wages of employees, in addition to the supporting documentation described above, shall also be supported by PARs including indicating the total number of hours worked each day. Each PAR shall include the activity conducted and activity key, job title of person conducting the work, and name of person conducting the work. (3) The PAR shall be signed and approved by the individual employee, and by a responsible supervisory official having first-hand knowledge of the activities performed by the employee, stating that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods

covered by the reports. If for any reason a staff person is unable to sign their PAR, then the supervisor has authority to indicate the staff is unavailable for signature and may authorize on the staff's behalf. Approval is not required for the report of the Executive Director or comparable official who reports directly to the organization. Electronic approval of PARs is allowable with documentation of approval. (4) The PARs shall be submitted with each request for reimbursement. The titles and employee names should match the backup documentation. In cases of when names do not match, a note in the employee file must validate the discrepancy.

6. Independent Contractor. Neither the Subrecipient nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Subrecipient is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Subrecipient 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.

7. Personnel.

A. The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

8. Indemnity. The Subrecipient 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 Subrecipient's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Subrecipient or Subrecipient's agents, employees or subcontractors, or the agents or employees of any subcontractor of Subrecipient, 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.

9. Insurance. The Subrecipient shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Subrecipient or its agents. Before commencing the Services, and upon renewal of all coverages, the Subrecipient shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Subrecipient has complied with this Section. All

certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

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

Various types of required insurance may be written in one or more policies. With respect to all 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. If, during the term of this Agreement, the City requires the Subrecipient to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Subrecipient's compensation will be made. 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
 \$2,000,000.00 Policy Aggregate
 \$2,000,000.00 Products Liability/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury
 \$15,000.00 Medical Payments

The policy of insurance must include coverage for all operations performed for the City by the Subrecipient, 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 Subrecipient's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Subrecipient acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Subrecipient agrees to provide proof to the City of any Workers' Compensation coverage the Subrecipient is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Subrecipient fails to comply with this provision.

D. Professional Liability (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$5,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$5,000,000.00.

E. Cyber Liability Coverage: Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Subrecipient may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

F. Sexual Abuse Molestation Coverage: N/A

G. Increased Limits. If, during the term of this Agreement, the City requires the Subrecipient to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Subrecipient's compensation will be made.

10. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, 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 Subrecipient 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.

A. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. Please see <https://www.hhs.gov/civil-rights/for-providers/index.html> .

B. In performing the Services required hereunder, the Subrecipient 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"), which are imposed directly on the Subrecipient or which would be imposed on the City as a public entity. The Subrecipient 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 said parties as a result of any acts or omissions of the Subrecipient or its agents in violation of the ADA. Recipients of FFA have specific legal obligations for serving qualified individuals with disabilities. Please see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>. Please contact the HHS Office for Civil Rights for more information about obligations and prohibitions under Federal civil rights laws at <https://www.hhs.gov/civil-rights/index.html> or call 1-800-368-1019 or TDD 1-800-537-7697.

C. It is an HHS Departmental goal to ensure access to quality, culturally competent care, including long-term services and supports, for vulnerable populations. For further guidance on providing culturally and linguistically appropriate services, recipients should review the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care at <https://thinkculturalhealth.hhs.gov/clas>.

D. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sexual preference, age, national origin or ancestry, physical or mental handicap, disability, or Vietnam era or disabled veteran status. Recipients of Federal financial assistance (FFA) from HHS must administer their programs in compliance with Federal civil rights law. This means that recipients and subrecipients of HHS funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring programs are accessible to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov>. For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <https://www.hhs.gov/civil-rights/for-individuals/disability/index.html>.

E. HHS funded health and education programs must be administered in an environment free of sexual harassment.. For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

11. Lobbying. The Subrecipient certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. §1352. The Subrecipient will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award, and forward such disclosures to the City at the time the activity takes place.

The Subrecipient understands that since this contract is funded by federal funds, that no part of those funds shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law ratification, policy, or appropriation.

12. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

A. The Subrecipient must establish written policies and procedures to prevent employees, consultants, and others (including family, business, or other ties) involved in grant-supported activities, from involvement in actual or perceived conflicts of interest. The policies and procedures must: 1) address conditions under which outside activities, relationships, or financial interests are proper or improper; 2) provide for advance disclosure of outside activities, relationships, or financial interests to a responsible organizational official; 3) include a process for notification and review by the responsible official of potential or actual violations of the standards; and 4) specify the nature of penalties that may be imposed for violations.

B. The Subrecipient agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Subrecipient will not employ any person, nor will any member, officer or any other persons who exercise any functions or responsibilities with respect to the programs of Subrecipient during their tenure, or for one year thereafter, 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; and nor shall anyone who has any such conflict of interest assist the Subrecipient in performing the Services.

C. The Subrecipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting any conflict of interest pursuant to the purposes and requirements of this Section.

13. Requirement for System of Award Management. No subaward can be made until the Subrecipient has provided its unique entity identifier specific to the System of Award Management ("SAM"), to the City. Additional information about registration procedures may be found at the SAM internet site: <http://www.sam.gov>.

The Subrecipient agrees to provide any information required pursuant to the Federal Financial Accountability and Transparency Act (FFATA), and the requirements of 2 CFR, Appendix A to Part 170. Information may be required as part of the SAM registration process, or by separate inquiry from the City, or both.

14. No Collusion. The Subrecipient represents that this Agreement is entered into by the Subrecipient without collusion on the part of the Subrecipient with any person or firm, without fraud, and in good faith. The Subrecipient also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Subrecipient or any agent or representative of the Subrecipient, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

15. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Subrecipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Subrecipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Subrecipient, the Subrecipient will notify the City immediately. The Subrecipient must comply with Subpart C of 2 CFR Part 180, as supplemented by Subpart C of 2 CFR Part 376, and is required to include a similar term in any lower-tier covered transactions.

16. Acknowledgement of Federal Funding. The Subrecipient acknowledges that this contract is funded by federal funds through HHS, as detailed in the **Notice of Award, Exhibit E and Notice of Funding Opportunity, Exhibit F**. As such, the Subrecipient, must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state: (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds; and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

17. Acknowledgement of Federal Funding in communications and contracting. For each publication that results from HHS grant-supported activities, recipients must include an acknowledgment of grant support using one of the following statements: “This publication was made possible by Grant Number _____ from _____.” “The project described was supported by Grant Number _____ from _____.” Recipients also must include a disclaimer stating the following: “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the [SAMHSA].” If the recipient plans to issue a press release concerning the outcome of HHS grant-supported activities, it should notify SAMHSA in advance to allow for coordination. One copy of each publication resulting from work performed under an HHS grant-supported project must accompany the annual or final progress report submitted to SAMHSA.

18. Mandatory Disclosures. Consistent with 45 CFR §75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS Office of Inspector General (OIG), all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

U.S. Department of Health and Human Services Office of Inspector General
 ATTN: Mandatory Grant Disclosures, Intake Coordinator
 330 Independence Avenue, SW, Cohen Building, Room 5527,
 Washington, DC 20201
 Fax: (202) 205-0604 (Include “Mandatory Grant Disclosures” in subject line)
 or email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR

§75.371 – Remedies for noncompliance, including suspension or debarment (see 2 CFR §§ 180 & 376 and 31 U.S.C. 3321).

19. Drug-Free Workplace. The Subrecipient agrees to maintain a drug-free workplace and comply with the requirement to notify the City and the Department of Health and Human Services (HHS) if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government-wide requirements for Drug-Free Workplace for Financial Assistance are found in 2 CFR Part 182; HHS implementing regulations are set forth in 2 CFR Part 382. All recipients of HHS grant funds, including the Subrecipient, must comply with the requirements in Subpart B (or Subpart C if the recipient is an individual) of Part 382, which adopts the Government-wide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707). The Subrecipient 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.

20. Prohibited Conduct Related to Trafficking in Persons. During the period of time that this award is in effect, the Subrecipient, and the employees of the Subrecipient, may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the award or subaward under the award. Such described conduct is imputed to the employees of the Subrecipient pursuant to the standards of due process for imputing the conduct of an individual to an organization that are provided in 2 CFR §180.630, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by HHS at 2 CFR Part 376. The Subrecipient must inform HHS and the City promptly, and without delay, of any information the Subrecipient receives from any source alleging a violation of any prohibited conduct related to trafficking in persons. See <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-175#175.15>.

21. Confidentiality of Alcohol and Drug Abuse Patient Records. The regulations (42 CFR Part 2) are applicable to any information about alcohol and other drug abuse patients obtained by a “program” (42 CFR §2.11), if the program is Federally assisted in any manner (42 CFR §2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with 42 CFR Part 2. The Subrecipient is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

22. Healthy People 2020. Healthy People 2020 is a national initiative led by HHS that set priorities for all SAMHSA programs. The initiative has two major goals: (1) increase the quality and years of a healthy life; and (2) eliminate our country’s health disparities. The program consists of 28 focus areas and 467 objectives. SAMHSA has actively participated in the work groups of all the focus areas and is committed to the achievement of the Healthy People 2020 goals. Healthy People 2010 and the conceptual framework for the forthcoming Healthy People 2020 process can be found online at <http://www.healthypeople.gov/>.

23. Legislative Mandates. Certain statutory provisions limit the use of funds on SAMHSA grants, cooperative agreements, and contract awards. Such provisions are subject to change

annually based on specific appropriation language that restricts the use of grant funds. A list of Appropriation Mandates applicable to each fiscal year can be found at <https://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives>

24. Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs. The Subrecipient, when electronically exchanging patient level health information to external entities where national standards exist must:

A. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult www.healthit.gov for more information, and

B. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant.

C. Comply with the applicable requirements of the Business Associate Agreement, attached hereto as **Exhibit G**.

25. Reports and Information.

A. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Subrecipient will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

B. The Subrecipient will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.

C. Data and information provided to the Subrecipient by the City, and data and information collected by the Subrecipient 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 Subrecipient to retain any such data or information.

D. All SAMHSA recipients are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPR) Modernization Act of 2010 (P.L. 102-62). Recipients must comply with the performance goals, milestones, and expected outcomes as reflected in the NOFO and are required to submit data via SAMHSA's data-entry and reporting system.

26. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements

of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Subrecipient agrees to comply with all such requirements, if applicable.

27. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Subrecipient for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

28. Establishment and Maintenance of Records. Records shall be maintained by the Subrecipient in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

29. Audits and Inspections.

E. At any time during normal business hours and as often as the City may deem necessary, Subrecipient shall make all of the Subrecipient's records with respect to all matters covered by this Agreement available to the City for examination. The Subrecipient shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Subrecipient understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

F. Subrecipients who meet the threshold shall have an audit conducted in accordance with provisions of 45 CFR §75.501. Guidance on determining Federal awards expended is provided in 45 CFR §75.502.

30. Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

A. As applicable, Subrecipient agrees to the requirements for intellectual property, rights in data, access to research data, publications, and sharing research tools, and intangible property and copyrights as described in 45 CFR §75.322 and the HHS Grants Policy Statement.

B. Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. SAMHSA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

C. 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 Subrecipient and descriptive title.

31. Compliance with Laws. In performing the Services required hereunder, the Subrecipient shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments. The Subrecipient will also comply with all applicable terms and conditions of the Notice of Award, Notice of Funding Opportunity, and Standard Terms and Conditions of this award, attached hereto as **Exhibit E**. The Subrecipient will also comply with all applicable terms and conditions of the HHS Administrative and National Policy Requirements.

32. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between the City and the Subrecipient, shall be incorporated in written amendments to this Agreement.

33. Assignability. The City acknowledges that Horizon Services, Inc. (HSI) intends to establish a nonprofit subsidiary in New Mexico. The City agrees that, upon establishment of such subsidiary, HSI may request to assign this Agreement to the subsidiary, subject to the following conditions:

- A. The subsidiary must meet all legal, financial, and operational qualifications required under the original RFP.
- B. HSI shall provide the City with documentation demonstrating the subsidiary's capacity to perform under this Agreement.
- C. Any assignment shall be subject to the City's written approval, which shall not be unreasonably withheld.
- D. If approved, the Parties shall execute a written amendment reflecting the assignment.

Until such assignment is approved and finalized, HSI remains fully responsible for performance under this Agreement

34. Termination for Cause. If, for any reason, the Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Subrecipient violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Subrecipient and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the City, become the City's property, and the Subrecipient shall be entitled to receive just and equitable compensation for any work

satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Subrecipient 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 Subrecipient, and the City may withhold any payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the City from the Subrecipient is determined.

35. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Subrecipient. If the Contract is terminated as provided herein, the Subrecipient will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, the Termination for Cause provision shall apply.

36. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

37. Enforcement. The Subrecipient agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

38. Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

39. Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

40. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes ("Force Majeure Events") include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Subrecipient 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.

41. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

42. Approval Required. This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

[SIGNATURES ON NEXT PAGE]

EXHIBIT A

FY2025/26 SCOPE OF SERVICES

MEDICAL SOBERING AT THE GATEWAY

A. Scope of Services:

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this Agreement for the purpose of providing medical sobering services to the population of people experiencing homelessness and other persons in need of such services to increase behavioral health stability and increase individual and family resilience.

Output 1. Provision of the day-to-day oversight of the Albuquerque Medical Sobering Center serving individuals experiencing a substance use disorder (SUD) who have moderate to severe alcohol and/or other drug intoxication, may have survived an overdose, and may be experiencing homelessness. and be the accountable partner to the City;

a. Provide high-quality voluntary services that are culturally competent, timely, and appropriate to the needs of participants and comply with all applicable City and Federal laws, licensing, and certification standards, meeting all required reporting and monitoring requirements;

b. Provide Screening and Assessment, including onsite services to screen and assess via the implementation of a brief American Society of Addiction Medicine (ASAM) criteria assessment of SUD which includes medical and behavioral health status and other biopsychosocial elements, social drivers of health, and screening for participant needs and readiness for change including engagement with peer professionals;

c. Ensure that clinical and treatment services are provided by staff appropriately licensed, trained, certified and/or credentialed for their position and defined operational role and include oversight by its medical director, and be staffed onsite 24/7. The position types embedded throughout various shifts should include certified peer recovery support specialists,¹ a registered nurse program leader, and emergency medical technicians, or equivalent, as well as case managers assigned to help guide participants to treatment and recovery supports; and

d. Provide for non-medical emergency transport for participants exiting the center or transferring to the Medical Sobering Center from other facilities.

¹ As the New Mexico office of Peer Recovery & Engagement only offers readiness trainings approximately every 3 months, pending Certified Peer Support Workers may be hired with a plan to certify within 6 months of hire provided that they complete the agency's professional boundaries & ethics trainings via its learning management system.

e. Utilize the Sobering Center Inclusion Criteria as described herein, or as agreed upon with the City of Albuquerque upon review of inclusion criteria by the appointed Medical Director:

- (1) Indication of alcohol intoxication (odor of alcoholic beverages on breath, presence of alcohol or other impaired behavior);
- (2) Glasgow coma score 13 or greater;
- (3) Systolic blood pressure above 80;
- (4) Diastolic blood pressure under 110;
- (5) Pulse rate over 60 and under 140;
- (6) Oxygen saturation above 89%;
- (7) Respiratory rate over 8 and under 24;
- (8) Temperature above 93° F (33.9° C) and below 101.5 ° F (38.6 ° C) tympanic – may be some variance due to time of year;
- (9) Blood sugar level over 50 and below 250;
- (10) No active bleeding noted that is unable to be stopped;
- (11) Not actively seizing;
- (12) No open wounds or lacerations, depending on the facility allows for simple wound care and assess for infection;
- (13) Ability to provide basic information;
- (14) Age 18 or older; and,
- (15) No new focal neurological deficits

f. Work closely with onsite leadership and partner agencies to develop guidelines and protocols, agreed upon by the City, for the following:

- (1) participant intake,
- (2) participant care and monitoring,
- (3) Medication administration and distribution, for both medications brought into the facility by patients and the administration of medications prescribed by the medical sobering center,
- (4) onsite emergency response,
- (5) transport,
- (6) training,
- (7) documentation management,
- (8) Addressing alcohol withdrawals to ensure the safety of the clients,
- (9) TeleMAT induction for those patents appropriate for induction can be provided by a 3rd party, and
- (10) The utilization of Benzodiazepines during the sobering process, specifically protocols for handling Benzodiazepines like Ativan or other meds like Naltrexone, and a policy that will allow for an entity to collect urine from a patient before administering a Benzodiazepine so documentation can support the transfer of patients to a detoxification center.

g. Meet the specific licensure or certification requirements necessary for delivery of the required services.

h. Provide custodial services to ensure a safe and clean environment for the operation of the Medical Sobering Center.

i. Acquire and maintain all required licenses related to food service on the premises as applicable.

j. Acquire and maintain all required licenses related the storage and disbursement of regulated pharmacological products and medical waste.

k. Referrals and direct transfers to individually-appropriate level of ASAM SUD treatment services either on-site or in the community.

l. Care management and coordination directly or through strong community partnerships to support participants discharged from the facility. The collaborations will be supported by structured procedures and protocols between parties and include but are not limited to: connection to Medicaid and commercial health plan support services, health home care coordination, permanent housing supports, treatment services, health care providers, recovery services, income support, and other entitlements programs (such as Supplemental Nutrition Assistance Program, Supplemental Security Income, Social Security Disability Income, housing supports, and other relevant support services).

m. Navigation, linkages and referrals to housing, transportation, social services, and other supports to address unmet social needs.

n. Offer all participants who are unhoused the opportunity to complete a common assessment for the Coordinated Entry System (i.e., the VI-SPDAT) while receiving services either directly with staff or by assisting participants to connect with another agency to complete the VI-SPDAT, if able.

o. Ensure participants do not remain longer than 23 hours and 59 minutes.

p. Provide appropriate wound care for the client population.

q. Provide medications and support for nutrition, dehydration, and withdrawal management.

Outcome 1: Track and report monthly on the following performance metrics:

a. Divert individuals with moderate acuity intoxication from overcrowded emergency departments and jail to a safe place to recover from the potential harmful effects of intoxication and regain ability for self-care, with 60% of participants staying at least 4 hours in the sobering center.

b. Establish a front-door access to services including treatment, recovery supports, case management, recovery housing, and other unmet social needs with 50% of participants who

remain a minimum of four hours being screened for substance use disorders, acute medical and mental health conditions, injuries, and health care services eligibility and referred for additional stabilization and community support services as measured by program monthly report and 100% of participants who successfully complete at least four hours shall be offered substance use counseling as measured by program monthly report.

c. Connect 50% of participants who stay at least four hours with additional services at the time of discharge.

d. 100% of participants who screen positive for opioid use disorder will be referred to Medication Assisted Treatment (MAT).

e. Operationalize intake process to achieve 100% of participant drop-offs by referring parties (including but not limited to Albuquerque Fire and Rescue, Albuquerque Community Safety, Albuquerque Ambulance, Albuquerque Police Department, Bernalillo County Sheriff's Office, and Bernalillo County Fire Department) taking place within ten (10) minutes from arrival at the medical sobering center.

f. Promote harm reduction with 100% of participants being offered substance use harm reduction services, training, and supplies as appropriate at the time of discharge.

g. The Subrecipient will design program in such a way as to achieve equitable service provision and equitable results among clients served. Subrecipient will report out on outcome rates on outcomes of interest among different race and ethnicity populations served, specifically Outcome 1a.

h. The Subrecipient will provide information monthly on the continuous quality improvement process.

i. Numbers and types of admissions

j. Self-report substance used resulting in participant utilizing center services.

k. Numbers and types of incoming referrals which are declined and reasons for refusal/ineligibility.

l. Number of incoming referrals turned away for lack of beds/recliners available

m. Participant Demographics

n. Number of transports to higher levels of care including to medical and behavioral health services or law enforcement

o. Length of stay

- p. Unduplicated participants including tracking of repeat visits
- q. Needs assessment for immediate needs, referrals made, and referral connections
- r. Numbers of referrals made and referral connections from County Services
- s. Care plans and care coordination
- t. Disposition at discharge status – level of functioning at time of discharge
- u. Referral or intake information
- v. Turn around/drop off time for each referral source.
- w. Disposition location
- x. Percent of participants who complete recommended length of stay for one’s stabilization episode
- y. Percent of participants who receive recommended services listed below prior to departure:
 - i. examinations
 - ii. instant urinalysis tests and medication(s) for those eligible
 - iii. stabilization
- z. Percent of participants who accept referral to outreach/case management services/specialty services/follow-up
 - aa. Percent of participants participating in goal setting/development of the plan of care
 - bb. Percent of participants who are referred to a PATH program (City funded substance use treatment)
 - cc. Daily Census

B. Service Implementation and Reporting:

1. The Contractor will target a four (4) month ramp-up period from the time in which the contract is executed,² including but not limited the components below:

² The New Mexico Licensing Authority may impose licensing-related delays and restrictions associated with the full deployment of certain features which may extend the project’s ramp-up period but the contractor will take steps to mitigate delays in this regard. In this case, a revised program design should be explored with the licensing authority which may require adjusting the provision of certain program features (ie. prescribing, etc.). Contractor will partner with the City around licensing nuances which may impact the program design and/or ramp-up timeline.

- a. Month 1 – Facility walk-through and preparation; securing key program leadership staff; preparing for licensing requirements;
 - b. Month 2 – Facility preparation including hardware, IT, furniture; policy & procedure development with City input; submitting State licensing application packages; securing program staff; establish resource material to refer clients to the local system of care;
 - c. Month 3 – Training around clinical service delivery; training around proper use of the electronic health record and practicing entries in a test environment;
 - d. Month 4 – Program opening
2. Coordinate with the City to address logistical and operational issues as they arise.
3. Work collaboratively with other entities as identified and requested by the City.
4. Create partnerships and collaboration with community resources and to ensure the community is informed of the Albuquerque Medical Sobering Center.
5. Support the overarching program goals of
 - a. providing holistic and targeted care for persons with co-occurring homelessness and alcohol or substance use disorders leading to improved health and social outcomes,
 - b. decreasing the number of medically unnecessary ambulance transports to the Emergency Department (ED) for persons with co-occurring homelessness and alcohol and/or other drug misuse and substance use disorders,
 - c. decreasing the number of medically unnecessary ED visits for persons with co-occurring homelessness and alcohol use disorder,
 - d. reducing mortality from untreated illness and environmental exposure, in particular for those experiencing homelessness,
 - e. reducing the use of emergency services for acute uncomplicated alcohol and/or other drug intoxication, including emergency response and hospitalization,
 - f. reducing the number of contacts with the criminal justice system resulting in detainment, arrest, and incarceration,
 - g. increasing access to and use of preventative medical and behavioral health services, such as obtaining medication,
 - h. increasing indicators of social stability,
 - i. creating improved quality of life,
 - j. provide an alternative to criminal justice detainment and arrest of individuals for public inebriation, as clinically appropriate,
 - k. Provide a space for persons cited with public intoxication and DWI (driving while intoxicated) to safely recover in the least restrictive environment and gain access to treatment and recovery services, as clinically appropriate, and
 - l. establish a front-door access to services, including housing and treatment.
6. Contribute to integration of any advisory boards that are established.
7. Participate in a center advisory board to be established by the City.

8. Participate in an HHH-led workgroup, or advisory group and assist in convening/participating in implementation and planning meetings after the award date, prior to the start of on-site participant service delivery and periodically throughout the contract term.

9. Manage all subcontractors including oversight, management and reimbursement of services. This includes overseeing that all services delivered by subcontractors are meeting the requirement of the contract and all applicable licensing standards.

10. Be responsible for program revenue management and fiscal operations that support the ability to secure braided funding sources which may include, but not are not limited to: Medicaid, commercial insurance, private funding, and other City, State or Federal sources.

11. Maintain advanced revenue cycle management capabilities, sufficient cash reserves, and the ability to perform all necessary billing, coding, and revenue management to ensure the sustainability of services at the facility.

12. Develop and implement an operations plan for the Medical Sobering Center that is approved by DHHH and is consistent with the vision of the Medical Sobering Center. The operational plan must include, but is not limited to, the following high-level tenets:

a. Ensure services are voluntary.

b. Provision of services 24 hours/day, 365 days/year to participants seeking services.

c. Provision of evidence-based or evidence-informed services, delivered in a trauma-informed setting.

d. Provision of clinical and non-clinical services to serve participants with co-occurring disorders or developmental disabilities and/or health/medical issues, who are not presenting imminent risk to themselves or others.

e. Provides a complete set of policies and procedures to operate a safe and accessible medical sobering center with appropriately licensed and trained personnel.

13. Develop and implement a method for accurately and efficiently tracking and monitoring data, including the implementation and maintenance of an electronic health record.

a. Demonstrate electronic data sharing capabilities which consider relevant privacy and security rules and regulations to support streamlined coordination of services and rigorous outcomes tracking. Subrecipient will be required to share (with appropriate consent) de-identified participant information with sub-contractors and community partners to coordinate care, monitor outcomes and produce required reports.

b. Operate, maintain and upgrade as needed or appropriate to a certified electronic health record (EHR) system, or be willing to utilize such system. Such a system must be used to document ongoing care coordination activities, including assessment, care planning, and information-sharing, as well as service utilization.

14. Maintain accurate and up-to-date individual case and program performance data and comply with all reporting requirements, including monthly outcome and output reporting throughout the project.
15. Participate through a formal agreement with a registered Health Information Exchange (“HIE”) entity of the local Health Information Exchange to monitor and or manage admissions, discharges, and other health care settings transitions for sobering center participants.
16. Adhere to the Department’s Minimum Standards related to substance use treatment, as applicable.
17. The Subrecipient shall make every effort to bill Medicaid for eligible services in order to maximize services for non-Medicaid clients or non-Medicaid covered expenses.
18. The Subrecipient shall participate in the implementation of a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services, participation in data sharing with other community and social organizations on program activities with consent of the clients served, and sharing aggregate and non-medical client data with the City and other City-funded partners.
19. The Subrecipient 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 participant. The Subrecipient is responsible for remaining current with regard to requirements surrounding telehealth. General state requirements for telehealth can be found at <https://www.hsd.state.nm.us/> and federal requirements at <https://telehealth.hhs.gov/>.
20. The Subrecipient has scheduled use of Gateway Center Meeting rooms to provide services to the medical sobering clients without incurring any additional fees.
21. At the City’s request, may enter into an occupancy agreement with the City agreeing to maintain the property owned by the City in the capacity of occupant, for the duration of the contract period. The occupancy agreement will also detail the City’s responsibility to provide adequate maintenance for safe operation.

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and COMMUNITY BRIDGES INC., 1855 West Baseline, Suite 101, Mesa, Arizona 85202, a Non-Profit. ("Contractor").

RECITALS

WHEREAS, the City issued a Request For Proposals for the Department of Health, Housing, & Homelessness, RFP-2025-650-EV, titled "Operators for Gateway Services".

WHEREAS, the Contractor submitted its Proposal, dated February 21, 2025, in response to RFP-2025-650-EV.

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

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

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

Provide a Receiving Area consisting of a limited drop-off location for individuals identified by and transported by a First Responder to provide a safe place for up to twenty-four (24) hours as well as to provide a connection to services such as emergency sheltering, food, and/or case management, in accordance with the Scope of Services attached as Exhibit A.

2. Time of Performance. Services of the Contractor designated herein are to commence July 1, 2025, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the Services required hereunder shall be completed by June 30, 2026.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of ONE MILLION TWO HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS AND FIFTY-TWO CENTS (\$1,292,847.52), which amount includes any applicable gross receipts tax and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit B.

B. Method of Payment.

- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at monthly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement shall be reimbursed. The City shall withhold reimbursement to the Contractor for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement.
- (2) All requisitions for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files.

C. Appropriations. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. Responsibility to Monitor Contract. Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Performance Monitoring. The Contractor will from time to time provide assistance and information needed by City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.

5. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The

Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

6. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

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

E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.

7. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

8. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon

renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

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

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

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

\$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

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

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy of insurance must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment, both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico (the "Act"). If the Contractor has determined that the Contractor is not subject to the Act, the Contractor shall certify in a signed statement that the Contractor is not subject to the Act. The Contractor shall notify the City and comply with the Act if the Contractor becomes subject to the Act during the term of the Agreement.

D. Professional Liability. (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$5,000,000.00 combined

single limit of liability per occurrence with a general aggregate of \$5,000,000.00.

E. Cyber Liability Coverage. Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

F. Sexual Abuse Molestation Coverage. Sexual abuse molestation insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

G. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

9. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

10. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

11. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

12. Interest of Contractor. The Contractor agrees that it presently does not have, and

shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

13. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

14. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

15. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

A. The Contractor will provide to the City, quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting period, and shall be in accordance with City of Albuquerque reporting instructions.

B. The Contractor will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.

C. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.

16. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor

agrees to comply with all such requirements, if applicable.

17. **Public Records.** The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

18. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

19. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

20. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

21. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.

22. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

23. **Assignability.** The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

24. **Termination for Cause.** If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

25. **Termination for Convenience of City.** The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

26. **Construction and Severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

27. **Enforcement.** The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

28. **Entire Agreement.** This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

29. **Applicable Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

30. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

31. Business Associate Addendum. The parties agree to comply with the terms and conditions of the Business Associate Addendum, Exhibit C to this Agreement.

32. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

33. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

SIGNATURES ON NEXT PAGE

EXHIBIT A
FY2026 SCOPE OF SERVICES
COMMUNITY BRIDGES, INC. – GATEWAY FIRST RESPONDER
RECEIVING AREA

A. Goals and Objectives:

1. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
2. To achieve the City of Albuquerque Goal Statement #2: The public is safe and secure, and shares responsibility for maintaining a safe environment.
3. To increase Housing Stability, Behavioral Health Stability, and Increased Individual or Family Resilience by filling service gaps for people experiencing homelessness in our community.

B. Scope of Services:

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds and within the financial resources of this agreement for the purpose of providing a Receiving Area consisting of a limited drop-off location for individuals identified by and transported by a First Responder to provide a safe place for up to twenty-four (24) hours as well as to provide a connection to services such as emergency sheltering, food, and/or case management. The 24 hours can be extended in special circumstances approved by the City. This location will not provide walk-up services. A First Responder must provide referral and transport. The Receiving Area will serve low-acuity individuals of all genders, as well as families. The selected operator will run the location three hundred sixty-five (365) days a year, twenty-four (24) hours, seven (7) days a week.

Output 1: The Receiving Area will conduct intakes to accommodate up to 20 guests at any given time. Receiving Area services and activities to include but not be limited to:

- a) Receive and resolve calls from Albuquerque Community Safety (ACS), Albuquerque Police Department (APD), Bernalillo County Sheriff's Office (BCSO), and other referral agencies identified by the City;
- b) Upon arrival, conduct an initial screening using the inclusion/exclusion criteria that were developed in consultation with the City.
- c) If an individual does not meet inclusion criteria, contact the appropriate response system to facilitate access to a higher level of care;
- d) Conduct intake, orientation and assessment of immediate needs of guests;
- e) Arrange placement of individuals/family in a resting area;
- f) Provide basic services such as snacks and water;
- g) Follow policies and procedures established in consultation with the City;
- h) Track occupancy to ensure stay does not exceed 24 hours; and
- i) Provide consistent monitoring of physical and mental health stability of guests.

- j) Conduct exit interview and discharge process;
- k) Provide transportation using City-provided vehicle to services identified in client exit plan.

Output 4: As a Contractor in a City facility, the Receiving Area staff will work with City staff and the Gateway Center operating staff to share responsibilities. The following table provides information on expected roles:

Role	Contractor Responsibilities	City Responsibilities
Security	<ul style="list-style-type: none"> • Ensure safety of staff and guests in the receiving area including the intake area and resting areas • Use harm reduction models in the approach to providing security services including the training of all staff in de-escalation practices • Ensure guests follow agreed upon receiving area rules • Secure receiving area entrance • Monitor guest physical and mental health conditions • Call 911 if emergency services are needed. 	<ul style="list-style-type: none"> • Provide 24/7 security presence to control exterior of Gibson Health Hub (GHH) building, common areas such as lobby, and parking lots; GHH security will be available to respond in an emergency situation. A Level-2 Security Guard will be stationed at the Receiving Area. • Provide security cameras and surveillance screens within Receiving Area. • Provide and manage fire alarm and other alert systems within the building.
Maintenance	<ul style="list-style-type: none"> • Report maintenance work needed on a timely basis to the City through maintenance request system. • Maintain receiving area drop-off area and parking lot free of litter or other waste. • Contract or hire staff to attend to custodial needs. 	<ul style="list-style-type: none"> • Provide maintenance and repair to City-owned facilities including those in the receiving area such as plumbing, HVAC, washers /dryers, lighting and electrical equipment.
Laundry	<ul style="list-style-type: none"> • Secure and distribute supplemental supply of linens to address immediate needs. Contract with linen service using provided budget. 	<ul style="list-style-type: none"> • Facilitate contractor arrangement to provide fresh linen supply for the resting rooms.
Office equipment	<ul style="list-style-type: none"> • Hardware and equipment (mobile phones, laptops, tablets, copiers, etc.). 	<ul style="list-style-type: none"> • Provide licenses for City-required software. • Internet, Phone Service, or any other IT needs.

Outcome 4: 100% of guests will receive assessment and consistent monitoring to ensure a safe stay for no more than 24 hours.

Output 5: Connection to Services

- a) Make appropriate referrals to services, including such activities as the following:

- i) Conduct an assessment to support connection to services upon exit.
 - ii) Initiate contact and coordination to shelter services to secure placement upon exit for clients when possible.
 - iii) Track intake and service referral data in City-provided HIPAA-compliant database.
 - iv) Once operational, enter referrals into City/State social services referral platform.
 - v) Provide short-term navigation services for a warm hand-off to partner agencies that can fill client needs.
- b) Establish a system for transportation for clients connected with services. Contractor will use City vehicles to provide transportation.
- i) Offer transportation for all Receiving Area clients who are connected to services.
 - ii) Offer transportation during hours connected services are open as vehicle and staffing are available.

Outcome 5:

- At least 50% of clients receive an exit plan that identifies a location that provides relevant services qualified to address their individual needs.
- 50% of clients receive transportation and/or warm hand-off to agencies that provide relevant longer-term services to meet complex needs, such as enrollments in Medicaid, a medical or behavioral health home, and access to shelter/housing.

C. Service Implementation and Reporting:

- a. The Contractor will administer the program in such a way as to achieve equitable service provision and equitable results among clients. The Contractor will report out on outcome rates on outcomes of interest among different race and ethnicity populations served, specifically unsheltered Native American individuals. Track categories of exit resources provided in the quarterly reports.
- b. The Contractor will work with the City to assure staff and client safety at the Receiving Area through the use of on-site security personnel as well as developed policies and procedures.
- c. Contractor will provide transportation using City vehicles. When using a City vehicle, the Contractor must adhere to the City's Administrative Instruction NO: 4-5 City Vehicle Usage Policy, as applicable, including but not limited to the items described in Section D of this Exhibit and the items below:
 - i. City vehicles will be used exclusively to conduct official business pertaining to this Agreement.
 - ii. City vehicles are not to be used to conduct personal business.
 - iii. Individuals operating a City vehicle are required to have a valid driver's license and be in compliance with the City Operator Permit (COP) program policies and procedures.

- iv. Individuals operating City vehicles are required to obey all traffic laws.
 - v. Any individual receiving a criminal or civil citation for violation of state or City motor vehicle statutes or ordinances shall be personally responsible for timely paying any assessed fine or penalty.
 - vi. City vehicles shall be parked overnight in their designated area and keys promptly returned to the designated location after each use. City vehicles are not to be taken home overnight by any individual.
 - vii. When a City vehicle is out for maintenance or is otherwise unavailable, the Contractor will make the appropriate arrangements to coordinate transportation services.
- d. Ensure that incident reports are documented, and the documentation is maintained by the Contractor. Ensure each incident is addressed and mitigated, working with the City as necessary to resolve any issues. Ensure the City is notified within 24 hours of each incident and incident reports are sent to designated City staff within the 24-hour timeframe. If revision of an incident report is needed, the revised incident report will be sent to the City within 24 hours of revision. Provide copies of all documentation of any incident or investigation of such incident, and all supporting documentation, upon request by the City.
- e. The Contractor shall participate in the implementation of a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services; participation in data sharing with other community and social organizations on program activities with consent of the clients served; and sharing aggregate and non-medical client data with the City and other City-funded partners.
- f. The Contractor will submit Quarterly Reports which consist of three forms: Part A includes aggregate results from agency data collection tools. Part B is a narrative highlighting connection to supportive resources, identification of barriers to serve comprehensive needs of clients, and suggested solutions to address barriers to obtaining services. Part C provides clients' demographics. In conjunction with submission of quarterly reports, the Contractor will meet with City staff monthly, or as determined necessary at the discretion of the Department of Health, Housing, & Homelessness, for ongoing technical assistance and review of program implementation.
- g. Report information to the City including the following aggregate data points: quarterly information, demographics, intakes, screenings, and referral/discharge plan data about the population served at the Receiving Area.

- h. Provide sufficient staffing levels in order for team members to meet outputs and outcomes, and develop rapport, connection, and a trusting relationship with guests, to monitor safety and minimize unnecessary discharges.
 - i. Conduct and maintain current and consistent staff training for each staff member within 30 days of hire and annually thereafter to include but not be limited to: de-escalation strategies, motivational interviewing, life-saving techniques, trauma-informed care, cultural humility, HMIS, the City's HIPAA-Compliant data system (currently Caspio), and other associated processes. Data should be entered within 48 hours of seeing a client if not sooner than that.
 - ii. Demonstrate respectful behavior with each guest and create a safe environment for cultural awareness and inclusion.
- i. Conduct data collection and compilation to support any City, State, or Federal evaluation efforts by providing the requested information for services delivered. Maintain appropriate documentation and data that includes the following:
 - i. For all participants receiving services through this contract, enter complete, accurate and timely data into the Homeless Management Information System (HMIS) according to existing HMIS standards including entry and exit dates.
 - ii. For all participants receiving services through this contract, enter complete, accurate and timely data into the HIPAA-compliant data system.
 - iii. Capture basic demographic and individual identifiers to be able to assist in assessing any gaps and/or services that guests may more appropriately benefit from.
 - iv. Ensure that incident reports are documented, and the documentation is maintained by the Contractor. Ensure each incident is addressed and mitigated, working with the City as necessary to mitigate any issues. Provide copies of incident reports to the City within 24 hours of completion.
- j. Develop and implement equitable strategies to address and mitigate systemic bias in service provision, and to ensure equitable service provision and equitable results among clients served. The Contractor will report out on outcome rates, for outcomes of interest to the City, among different race and ethnicity populations served.
- k. Develop operations policies and procedures in coordination with the City. An electronic manual of all policies and procedures will be given to the City. The City will be notified and given copies of any updates. If any City and Contractor policies conflict with each other, the Contractor and the City will work together to ensure consistency.
 - i. To ensure that policies and procedures meet standards of a City facility, the City Department of Health, Housing and Homelessness (HHH) shall

review in consultation with the Office of Equity and Inclusion (OEI), to develop and update detailed policies, procedures, protocols and checklists for the daily operations of the Gateway. Policies and procedures shall integrate culturally sensitive content informed by entities that may include, but are not limited to, the Commission on American Indian and Alaskan Native Affairs.

- ii. Comply with Title VI Civil Rights Act of 1964 and City of Albuquerque's R-21-231 to implement a language access plan for at minimum Spanish, Diné/Navajo, ASL, Vietnamese, and Mandarin.
 - iii. Coordinate with and promote feedback from service providers who are well trained and experienced with a focus on serving historically underserved populations, such as but not limited to: Native Americans, LGBTQ+, and minority female populations.
 - iv. Maintain, implement, and revise SOPs on a needed basis.
1. Utilize a continuous and collaborative quality improvement system to track and evaluate program progress, identify gaps in program implementation, and implement action steps to improve program implementation.

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 First Responder Receiving Area.
2. Gateway First Responder Receiving Area shall be kept maintained, cleaned and in good condition.
3. Public sidewalks and other rights of ways directly adjacent to Gateway First Responder Receiving Area shall be kept free of obstruction.

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Sobering & Receiving Center 7/1/25-6/30/26

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages	\$ 793,600.57	\$ 793,600.57	100.00%
Payroll Taxes and Employee Benefits	\$ 213,043.05	\$ 213,043.05	100.00%
Total Personnel Costs	\$ 1,006,643.61	\$ 1,006,643.61	100.00%
Operating Costs - Direct			
Contractual Services	\$ 10,704.00	\$ 10,704.00	100.00%
Audit Costs	\$ -	\$ -	
Consumable Supplies	\$ 19,709.52	\$ 19,709.52	100.00%
Telephone	\$ 7,200.00	\$ 7,200.00	100.00%
Postage and Shipping	\$ -	\$ -	
Occupancy			
a. Rent	\$ -	\$ -	
b. Utilities	\$ -	\$ -	
c. Other	\$ -	\$ -	
Equipment Lease/Purchase	\$ 14,100.00	\$ 14,100.00	100.00%
Equipment Maintenance	\$ -	\$ -	
Printing & Publications	\$ -	\$ -	
Travel			
a. Local Travel	\$ -	\$ -	
b. Out of Town Travel	\$ 32,213.00	\$ 32,213.00	100.00%
Conferences, Meetings, Etc.	\$ 3,200.00	\$ 3,200.00	100.00%
Direct Assistance to Beneficiaries	\$ 5,600.00	\$ 5,600.00	100.00%
Membership Dues	\$ 3,200.00	\$ 3,200.00	100.00%
Equipment, Land, Buildings	\$ -	\$ -	
Insurance	\$ 11,520.00	\$ 11,520.00	100.00%
Fuel and Vehicle Maintenance	\$ 7,200.00	\$ 7,200.00	100.00%
Total Operating Costs	\$ 114,646.52	\$ 114,646.52	100.00%
Total Direct Costs (Personnel & Operating)	\$ 1,121,290.13	\$ 1,121,290.13	100.00%
Indirect Costs (15.3%; attach Rate Letter)	\$ 171,557.39	\$ 171,557.39	100.00%
TOTAL PROGRAM EXPENSES	\$ 1,292,847.52	\$ 1,292,847.52	100.00%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Sobering & Receiving Center 7/1/25-6/30/26

Revenue Sources	Agency Total	% of Agency Budget	Program Total	% of Program Budget
Government Revenues				
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>				
Grants from Federal Government Agencies:				
Federal Grant Revenue	\$ 63,282,870.72	25.6%		0.0%
		0.0%		
Medicaid Reimbursements:		0.0%		
Fee For Service Revenue	\$ 94,054,891.74	38.0%		
Other Federal Revenues:				
		0.0%		
		0.0%		
Subtotal Federal Agencies	\$ 157,337,762.46	63.5%	\$ -	0.0%
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>				
Grants from State Government Agencies:				
City of Albuquerque		0.0%		0.0%
Other Grant Revenue		0.0%		
Other State Government Revenues:				
RBHA Revenue	\$ 63,166,493.94	25.5%		
RBHA Revenue SABT	\$ 1,685,380.48	0.7%		
Subtotal State Agencies	\$ 64,851,874.42	26.2%	\$ -	0.0%
Revenues from County Government:				
Revenues from the City of Albuquerque (including this proposal or contract): <i>(On separate lines, list each City-funded project and the amount of funding)</i>				
City of Albuquerque	\$ 3,506,634.07	1.4%	\$ 1,292,847.52	100.0%
Other Municipal Government Revenues:				
Subtotal Local Government	\$ 3,506,634.07	1.4%	\$ 1,292,847.52	100.0%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	\$ 225,696,270.95	91.1%	\$ 1,292,847.52	100.0%
Other Revenue:				
Other Grant Revenue - Non Federal	\$ 9,445,574.26	3.8%		
Contributions	\$ 259,749.81	0.1%		
Other Revenue	\$ 12,258,475.29	4.9%		
Subtotal Other Revenues	\$ 21,963,799.36	8.9%	\$ -	0.0%
TOTAL REVENUE FROM ALL SOURCES:	\$ 247,660,070.31	100.0%	\$ 1,292,847.52	100.0%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Sobering & Receiving Center 7/1/25-6/30/26

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Contractual Services	\$ 10,704.00	\$ 10,704.00	\$ -	100.00%
Linen Service for Bedding - 18 loads every week at \$10 a load	\$ 9,360.00	\$ 9,360.00		100.00%
Interpreter Fees @ \$112/month	\$ 1,344.00	\$ 1,344.00		100.00%
Audit Costs	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Consumable Supplies	\$ 19,709.52	\$ 19,709.52	\$ -	100.00%
Sheets, Pillows, Blankets, Pillow cases for cots - \$35 a set plus backups (80 Sets)	\$ 2,800.00	\$ 2,800.00		100.00%
Food - \$200 a week for sandwiches, snacks, bottled water etc.	\$ 10,400.00	\$ 10,400.00		100.00%
Housekeeping Supplies@ \$250/month	\$ 3,000.00	\$ 3,000.00		100.00%
Food Supplies @ \$50/month for paper goods	\$ 600.00	\$ 600.00		100.00%
Office Supplies - Paper, radios, Pens, Locks for storage, etc. @ \$242.46 per month	\$ 2,909.52	2,909.52		100.00%
Telephone	\$ 7,200.00	\$ 7,200.00	\$ -	100.00%
6 Cell phones @ 50/mo	\$ 3,600.00	3,600.00		100.00%
Internet and Landline service \$300/month	\$ 3,600.00	\$ 3,600.00		100.00%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Sobering & Receiving Center 7/1/25-6/30/26

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Postage and Shipping	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Occupancy	\$ -	\$ -	\$ -	
a. Rent	\$ -			
b. Utilities	\$ -			
c. Other				
Equipment Lease/Purchase	\$ 14,100.00	\$ 14,100.00	\$ -	100.00%
Copy Machine Lease \$125 per Month	\$ 1,500.00	\$ 1,500.00		100.00%
Laptops 8 Total - 1 per every 2 employees	\$ 10,400.00	\$ 10,400.00		100.00%
Landline Phones 2 @ \$50 each	\$ 100.00	\$ 100.00		100.00%
2 Security Wands (\$300 Each)	\$ 600.00	\$ 600.00		100.00%
Amnesty & Hot boxes	\$ 1,500.00	\$ 1,500.00		100.00%
Equipment Maintenance	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Printing & Publications	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Travel				

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Sobering & Receiving Center 7/1/25-6/30/26

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
a. Local Travel	\$ -			
b. Operational Set Up Travel - Airfare, Hotel, Car, Food, Fuel	\$ 32,213.00	\$ 32,213.00		100.00%
Conferences, Meetings, Etc.	\$ 3,200.00	\$ 3,200.00	\$ -	100.00%
Employee Fingerprinting @ \$100 per Employee (16)	\$ 1,600.00	\$ 1,600.00		100.00%
Staff Certification @@ \$100 per Employee (16) - Background check, CPR	\$ 1,600.00	\$ 1,600.00		100.00%
Direct Assistance to Beneficiaries	\$ 5,600.00	\$ 5,600.00	\$ -	100.00%
Hygiene Kits - 220 Kits @ \$10 Each	\$ 2,200.00	\$ 2,200.00		100.00%
Bus Passes	\$ 1,000.00	\$ 1,000.00		100.00%
Clinical Supplies - \$200 per month - First Aid Kits, Hand Sanitizer, gloves, Masks, Clorox wipes, COVID Tests, Flu Tests, hydration Packs, Hand Warmers. Initial stock included in start up budget	\$ 2,400.00	\$ 2,400.00		100.00%
	\$ -			
Membership Dues	\$ 3,200.00	\$ 3,200.00	\$ -	100.00%
HMIS Fees \$200 per 16 Employees Annually	\$ 3,200.00	\$ 3,200.00		100.00%
	\$ -			
Equipment, Land, Buildings	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Insurance	\$ 11,520.00	\$ 11,520.00	\$ -	100.00%
Professional Liability Insurance @ \$60 per month per employee (16)	\$ 11,520.00	\$ 11,520.00		100.00%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Sobering & Receiving Center 7/1/25-6/30/26

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
	\$ -			
	\$ -			
Fuel and Vehicle Maintenance	\$ 7,200.00	\$ 7,200.00	\$ -	100.00%
Fuel @ \$600/month	\$ 7,200.00	\$ 7,200.00		100.00%
Total Operating Costs	\$ 114,646.52	\$ 114,646.52	\$ -	100.00%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Sobering & Receiving Center 7/1/25-6/30/26

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

Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2025	\$ 325,442.77	25.17%
December 31, 2025	\$ 325,442.77	25.17%
March 31, 2026	\$ 319,493.76	24.71%
June 30, 2026	\$ 322,468.23	24.94%
Total	1,292,847.52	100.00%

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

Q1 & Q2 have 92 days

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

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

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

EXHIBIT C
HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the “**BAA**”) to the underlying agreement (the “**Underlying Agreement**”) between COMMUNITY BRIDGES INC., 1855 West Baseline, Suite 101, Mesa, Arizona 85202, listed on the signature page (“**Contractor**”), and the City of Albuquerque (“**City**”), located at 1 Civic Plaza NW, Albuquerque, NM 87102 is effective as of the effective date of the Underlying Agreement (the “**Effective Date**”). This BAA supplements and is made a part of any agreements between the City and Contractor involving the use or disclosure of Protected Health Information (“**PHI**”).

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

WITNESSETH:

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.14 In the event BA receives a valid order issued by a judicial, governmental or regulatory

entity or mandate for release of PHI, BA shall be permitted to disclose such PHI after notifying CE of the request as soon as reasonably practicable. At the sole cost of CE, BA will provide reasonable assistance to CE in seeking a protective order. BA shall, to the extent reasonably practicable, consult with CE prior to responding and shall advise CE of how it intends to respond as soon as such determination is made.

4. PERMITTED USES AND DISCLOSURES BY CE.

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

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

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

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

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

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

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

5. NOTIFICATION OF PRIVACY PRACTICES AND RESTRICTIONS.

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

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

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

7. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS. CE or BA may terminate this BAA and the Underlying Agreement, effective immediately, if (a) CE or BA is named as a defendant in a criminal proceeding for a violation of HIPAA or (b) a finding or stipulation that CE or BA has violated any standard or requirement of HIPAA or other security or privacy laws is made in any administrative or civil proceeding in which CE or BA has been named.

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

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

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

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

AGREEMENT

THIS AGREEMENT is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and COMMUNITY BRIDGES INC., 1855 West Baseline, Suite 101, Mesa, Arizona 85202, a Non-Profit. ("Contractor").

RECITALS

WHEREAS, the City issued a Request For Proposals for the Department of Health, Housing, & Homelessness, RFP-2025-650-EV, titled "Operators for Gateway Services".

WHEREAS, the Contractor submitted its Proposal, dated February 21, 2025, in response to RFP-2025-650-EV.

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

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

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

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

2. Time of Performance. Services of the Contractor designated herein are to commence July 1, 2025, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement, but in any event, all of the Services required hereunder shall be completed by June 30, 2026.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of ONE MILLION SEVEN HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND SEVENTEEN CENTS (\$1,799,995.17), which amount includes any applicable gross receipts tax and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services per the "City Budgets" attached hereto and made a part hereof as Exhibit B.

B. Method of Payment.

- (1) The City agrees to pay such sum to the Contractor on a cost reimbursement basis at monthly intervals, and subsequent to receipt of a requisition for payment in compliance with the budgetary and fiscal guidelines of the City. Only those costs which are allowable under the terms of this Agreement shall be reimbursed. The City shall withhold reimbursement to the Contractor for failure to perform the Services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Contractor is in full compliance with all the terms of this Agreement.
- (2) All requisitions for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files.

C. Appropriations. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

D. Responsibility to Monitor Contract. Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Performance Monitoring. The Contractor will from time to time provide assistance and information needed by City staff to monitor and evaluate the performance of the above mentioned Scope of Services. It is understood that City staff, at its discretion, may perform periodic fiscal and program monitoring reviews on dates to be arranged. It is also understood that reviews by other officials may be required on dates to be arranged.

5. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees

are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

6. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

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

E. If the Services under this Agreement require the Contractor to work with or be in proximity to children or other vulnerable populations, the Contractor will comply with all applicable requirements contained in the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended.

7. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

8. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section.

All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

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

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

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

\$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

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

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy of insurance must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment, both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico (the "Act"). If the Contractor has determined that the Contractor is not subject to the Act, the Contractor shall certify in a signed statement that the Contractor is not subject to the Act. The Contractor shall notify the City and comply with the Act if the Contractor becomes subject to the Act during the term of the Agreement.

D. Professional Liability. (Errors and Omissions) Insurance: Professional liability (errors and omissions) insurance in an amount not less than \$5,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$5,000,000.00.

E. Cyber Liability Coverage. Cyber liability insurance in an amount not less than \$2,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$2,000,000.00. This coverage should be required, unless specific circumstances that eliminate potential risks indicate otherwise, if the Contractor may have cybernetic access to the City's confidential information, taxpayer data, information technology, personnel, healthcare, accounting, or finance systems.

F. Sexual Abuse Molestation Coverage. Sexual abuse molestation insurance in an amount not less than \$1,000,000.00 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.00.

G. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

9. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

10. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the "ADA") that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

11. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

12. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has

any such conflict of interest to assist the Contractor in performing the Services.

13. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

14. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

15. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

A. The Contractor will provide to the City, quarterly program performance reports covering the Services provided under this Agreement. Reports are due no later than fifteen (15) days after the end of the reporting period, and shall be in accordance with City of Albuquerque reporting instructions.

B. The Contractor will cooperate with any City, State or federal program data collection and evaluation efforts by providing the requested information for Services delivered. Failure to do so will result in the suspension and/or termination of this Agreement.

C. Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.

16. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

17. **Public Records.** The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

18. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

19. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

20. **Ownership, Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

21. **Compliance With Laws.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State and local governments. In addition, the Contractor shall comply with the *Administrative Requirements for Social Services Contracts Awarded Under the City of Albuquerque*, as amended, and understands that failure to comply with the *Administrative Requirements* shall constitute grounds for termination of this Agreement. Should any term or condition of this Agreement violate any federal, State or local requirement, the Contractor must comply with the federal State or local requirement. Should it come to the Contractor's attention that a term or condition of this Agreement violates any federal, State or local requirement, the Contractor will immediately bring such conflict to the attention of the City, in writing.

22. **Changes.** The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

23. **Assignability.** The Contractor shall not assign or transfer any interest in this

Agreement, whether by assignment or novation, without the prior written consent of the City.

24. Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five (5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

25. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

26. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

27. Enforcement. The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

28. Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

29. Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

30. Force Majeure. The City shall not be liable for failure to perform its obligations

under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

31. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

32. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

SIGNATURES ON NEXT PAGE

EXHIBIT A
FY2026 SCOPE OF SERVICES
COMMUNITY BRIDGES: GATEWAY MEN’S HOUSING NAVIGATION CENTER - GF

A. Goals and Objectives

1. To achieve the City of Albuquerque Goal Statement #1: People of all ages have the opportunity to participate in the community and economy and are well sheltered, safe, healthy, and educated.
2. To achieve the City of Albuquerque Goal Statement #2: The public is safe and secure, and shares responsibility for maintaining a safe environment.
3. To increase Housing Stability, Behavioral Health Stability, and Individual Resilience by supporting the exit of guests into permanent housing through trauma-informed care and by filling service gaps for men experiencing homelessness in our community.

B. Scope of Services

The Contractor shall perform the following services in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds, and within the financial resources of this Agreement, for the purpose of providing Overnight Shelter and Housing Navigation Services at the Gateway Men’s Housing Navigation Center. This includes overnight beds for unsheltered men, operational services, case management, and related support services. The Contractor shall, in coordination with the City, provide the following service activities:

Output 1: Conduct daily operations of the Gateway Men’s Housing Navigation Center. Services shall include, but are not limited to:

1. Manage site operations on a 24/7 basis in a safe and respectful manner:
 - o a. Provide oversight, coordination, and scheduling for facility operations.
 - o b. Ensure staffing levels to provide intake and services to up to a maximum of 50 guests per night.
 - o c. Conduct wellness checks of the guest quarters daily to ensure safe, respectful, and sanitary conditions are maintained.
 - o d. Ensure coordination and communication among internal staff members (e.g., operations, case management, housing navigation, de-escalation, and janitorial staff).
 - o e. Assemble and communicate daily census status of guests to the City and key partners.
 - o f. Coordinate meal counts and meal distribution with the City’s Catering Contractor.
 - o g. Provide janitorial services, including communicating maintenance and/or pest mitigation needs through work orders to the City.

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

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

Output 2: Provide client-centered and trauma-informed case management and housing navigation services to all guests to support their connection to permanent housing, medical/behavioral health services, and other social support services.

1. Engage in frequent contact with guests to build rapport and a sense of connectedness while maintaining client confidentiality to build a foundation for effective progress and de-escalation when needed.

2. Meet with each guest and conduct an Assessment within 72 hours of intake that includes identifying missing documents to secure housing, history of housing, employment, health, transportation, and public assistance. The intake process will also include registering each guest into the New Mexico Coalition to End Homelessness's Coordinated Entry System (CES) and offering the VI-SPDAT to each guest.
3. Develop an Individual Service Plan (ISP), which will include but not be limited to client-identified needs to obtain documents required for housing, medical/behavioral health referrals, employment, training, and income support.
 - a. Meet at least weekly with clients to monitor progress of and to augment the ISP and action steps.
 - b. Support and document effective connections to behavioral health, employment, and public assistance services as needed, as evidenced by reporting on the number of referrals resulting in service engagement.
 - c. Meet as often as needed throughout the guest's stay to support consistent progress toward established goals. In cases where the client does not attend established appointments, make at least three attempts per week to reschedule. Document all attempts to schedule and reschedule appointments.
 - d. Update the ISP at minimum every month, providing updates on goal attainment.
 - e. Upon exit, case managers will document where the resident exited to if that information is available.
 - f. Support guests' success in maintaining tenancy through de-escalation, individual intervention plans, and/or support service referrals as necessary.
4. Identify documents (including birth certificates, identification cards, social security cards, etc.) that guests may need for work or benefits, and set up appointments for guests to obtain such documents. Use the City-assigned shuttle if other transportation is not available to take guests to these appointments.
5. Assist with applications for Section 8 and other appropriate housing options.
6. Conduct weekly housing disposition meetings with an inter-agency collaborative team and report attendance to the City.
7. Guests can be presented for a housing disposition. This includes having all applicable documents in place for an individual to obtain housing.
8. Identify and report to the City on areas of improvement in the supportive housing system in place at the Gateway Center.
 - a. Evaluate the existing case management process and develop strategies to systematically enhance this process while also incorporating inclusive and equitable approaches to case management.
 - b. Work with the City on existing strategies and tactics to address and reduce revocation of services and self-exits, and report modifications and outcomes to the City by comparing the timeframe for the presence/absence of defined strategies.
9. Operate transportation (a shuttle or other form of transportation) as needed for people referred by agencies to get to the Gateway Center, including:
 - a. Providing appropriately trained and licensed staff to operate designated transportation when needed;

- b. using the shuttle at designated times for group trips from the Gateway Center to access important resources if other transportation options are not available; and
- c. encouraging clients to utilize transportation available to them (own vehicle, bus, medical transportation) to attend important appointments, including but not limited to medical visits, housing search, employment search, benefits enrollment, and other determined priorities.

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

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

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

Output 3: Track and report the following: the number of guests who stay at least 90 days and exit into stable housing, the reason for exit for all guests, and where guests exited to, if that information is available.

C. Service Implementation and Reporting

1. Provide sufficient staffing levels for team members to meet outputs and outcomes, develop rapport, connection, and a trusting relationship with guests, monitor safety, and minimize unnecessary discharges.
2. Conduct and maintain current and consistent staff training for each staff member within 30 days of hire and annually thereafter to include but not be limited to: de-escalation strategies, motivational interviewing, life-saving techniques, trauma-informed care, cultural humility, Homeless Management Information System (HMIS), the City's data system (currently Caspio), and other associated processes. Data should be entered within 48 hours of seeing a client if not sooner than that.
3. Demonstrate respectful behavior with each guest and create a safe environment for cultural awareness and inclusion.
4. Participate in meetings with surrounding neighborhoods and concerned community members, including but not limited to the City-convened Transformative Neighborhood Planning Meetings.
5. Conduct data collection and compilation to support any City, State, or Federal evaluation efforts by providing the requested information for services delivered. Maintain appropriate documentation and data that includes the following:
 - a. For all participants receiving services through this contract, enter complete, accurate, and timely data into the HMIS according to existing HMIS standards, including entry and exit dates.
 - b. For all participants receiving services through this contract, enter complete, accurate, and timely data into the City data system.

- c. Capture basic demographic and individual identifiers to be able to assist in assessing any gaps and/or services that guests may more appropriately benefit from.
 - d. Conduct exit interviews to document stories of guests' journey from homelessness back to housing and share exit interviews with the City.
- 6. Ensure that incident reports are documented, and the documentation is maintained by the Contractor. Ensure each incident is addressed and mitigated, working with the City as necessary to resolve any issues. Ensure the City is notified within 24 hours of each incident and incident reports are sent to designated City staff within the 24-hour timeframe. If revision of an incident report is needed, the revised incident report will be sent to the City within 24 hours of revision. Provide copies of all documentation of any incident or investigation of such incident, and all supporting documentation, upon request by the City.
- 7. An electronic manual of all policies and procedures will be given to the City. The City will be notified and given copies of any updates. If any City and Contractor policies conflict with each other, the Contractor and the City will work together to ensure consistency.
 - a. To ensure that policies and procedures meet the standards of a City facility, the City Department of Health, Housing & Homelessness (HHH) will review in consultation with other relevant City departments, if any, to develop and update detailed policies, procedures, protocols, and checklists for the daily operations of the Gateway Center. Policies and procedures shall integrate culturally sensitive content informed by entities that may include, but are not limited to, the Commission on American Indian and Alaskan Native Affairs.
 - b. Comply with Title VI Civil Rights Act of 1964 and City of Albuquerque's R-21-231 to implement a language access plan for at minimum Spanish, Diné/Navajo, ASL, Vietnamese, and Mandarin.
 - c. Coordinate with and promote feedback from service providers who are well trained and experienced with a focus on serving historically underserved populations, such as but not limited to: Native Americans, LGBTQ+, and minority female populations.
- 8. Utilize a continuous quality improvement system to track and evaluate program progress, identify gaps in program implementation, and implement action steps to improve program implementation. Communicate with City staff regarding program improvement initiatives and implementation.
- 9. The Contractor shall make every effort to bill Medicaid for eligible services to maximize services for non-Medicaid clients or non-Medicaid covered expenses, as described in the section detailing the use of Program Income in the Administrative Requirements for Social Services Contracts Under the City of Albuquerque, as amended.
- 10. The Contractor shall participate in a social services referral platform, including attending training and responding to referrals received through the platform. This may include administration of a City-approved Social Determinants of Health Screening Tool when a client/participant engages and exits funded services, or annually depending on length of stay in services, participation in data sharing with other community and social organizations on program activities with consent of the clients served, and sharing aggregate and non-medical client data with the City and other City-funded partners.

11. The Contractor will submit Quarterly Reports which consist of three forms: Part A includes aggregate results from agency data collection tools. Part B is a narrative highlighting the connection to supportive resources, identification of barriers to serving the comprehensive needs of clients, and suggested solutions to address barriers to obtaining services. Part C provides clients' demographics. In conjunction with the submission of quarterly reports, the Contractor will meet with City staff monthly, or as determined necessary at the discretion of the Department of HHH, for ongoing technical assistance and review of the implementation of the program.
12. The Contractor shall be responsible for contractor-owned/leased vehicle maintenance.
13. When Contractor utilizes the City shuttle, they will track and report mileage monthly to the City.
14. Comply with the City's requests to update the agency's program profile as needed for the City website, applicable databases, and 311 system.
15. Enter complete and accurate data daily (seven days a week) into the City's Shelter Bed Tracking System for daily operations. The Contractor will assign staff to conduct reporting and provide updates for contact information as needed to the City.
16. The Contractor agrees to participate in networking activities as designated by the City to include, but not be limited to, two networking meetings per program year.

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 Men's Housing Navigation Center.
2. Gateway Men's Housing Navigation Center shall be kept maintained, cleaned and in good condition.
3. Public sidewalks and other rights of ways directly adjacent to Gateway Men's Housing Navigation Center shall be kept free of obstruction.

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Gateway Men's Shelter 7/1/25-6/30/26

Expenditure Category	Program Total	City Funding Requested	Percent Requested
Personnel Costs			
Salaries & Wages	\$ 881,293.37	\$ 881,293.37	100.00%
Payroll Taxes and Employee Benefits	\$ 236,027.29	\$ 236,027.29	100.00%
Total Personnel Costs	\$ 1,117,320.66	\$ 1,117,320.66	100.00%
Operating Costs - Direct			
Contractual Services	\$ 10,400.00	\$ 10,400.00	100.00%
Audit Costs	\$ -	\$ -	
Consumable Supplies	\$ 319,900.00	\$ 319,900.00	100.00%
Telephone	\$ 9,600.00	\$ 9,600.00	100.00%
Postage and Shipping	\$ -	\$ -	
Occupancy			
a. Rent	\$ -	\$ -	
b. Utilities	\$ -	\$ -	
c. Other	\$ -	\$ -	
Equipment Lease/Purchase	\$ 14,400.00	\$ 14,400.00	100.00%
Equipment Maintenance	\$ -	\$ -	
Printing & Publications	\$ -	\$ -	
Travel			
a. Local Travel	\$ -	\$ -	
b. Out of Town Travel	\$ 34,974.00	\$ 34,974.00	100.00%
Conferences, Meetings, Etc.	\$ 3,860.00	\$ 3,860.00	100.00%
Direct Assistance to Beneficiaries	\$ 33,390.00	\$ 33,390.00	100.00%
Membership Dues	\$ 3,400.00	\$ 3,400.00	100.00%
Equipment, Land, Buildings	\$ -	\$ -	
Insurance	\$ 13,896.00	\$ 13,896.00	100.00%
Fuel and Vehicle Maintenance	\$ -	\$ -	
Total Operating Costs	\$ 443,820.00	\$ 443,820.00	100.00%
Total Direct Costs (Personnel & Operating)	\$ 1,561,140.66	\$ 1,561,140.66	100.00%
Indirect Costs (15.3%; attach Rate Letter)	\$ 238,854.52	\$ 238,854.52	100.00%
TOTAL PROGRAM EXPENSES	\$ 1,799,995.18	\$ 1,799,995.18	100.00%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Gateway Men's Shelter 7/1/25-6/30/26

Revenue Sources	Agency Total	% of Agency Budget	Program Total	% of Program Budget
Government Revenues				
Revenues from Federal Government <i>(On separate lines, list each Federal Agency providing fees/funding and the amount of funding)</i>				
Grants from Federal Government Agencies:				
Federal Grant Revenue	\$ 63,282,870.72	25.6%		0.0%
		0.0%		
Medicaid Reimbursements:				
Fee For Service Revenue	\$ 94,054,891.74	38.0%		
Other Federal Revenues:				
		0.0%		
		0.0%		
Subtotal Federal Agencies	\$ 157,337,762.46	63.6%	\$ -	0.0%
Revenues from State Government <i>(On separate lines, list each State Agency providing fees/funding and the amount of funding)</i>				
Grants from State Government Agencies:				
City of Albuquerque		0.0%		0.0%
Other Grant Revenue		0.0%		
Other State Government Revenues:				
RBHA Revenue	\$ 63,166,493.94	25.5%		
RBHA Revenue SABT	\$ 1,685,380.48	0.7%		
Subtotal State Agencies	\$ 64,851,874.42	26.2%	\$ -	0.0%
Revenues from County Government:				
Revenues from the City of Albuquerque (including this proposal or contract): <i>(On separate lines, list each City-funded project and the amount of funding)</i>				
City of Albuquerque	\$ 3,092,948.18	1.3%	\$ 1,799,995.18	100.0%
Other Municipal Government Revenues:				
Subtotal Local Government	\$ 3,092,948.18	1.3%	\$ 1,799,995.18	100.0%
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES	\$ 225,282,585.06	91.1%	\$ 1,799,995.18	100.0%
Other Revenue:				
Other Grant Revenue - Non Federal	\$ 9,445,574.26	3.8%		
Contributions	\$ 259,749.81	0.1%		
Other Revenue	\$ 12,258,475.29	5.0%		
Subtotal Other Revenues	\$ 21,963,799.36	8.9%	\$ -	0.0%
TOTAL REVENUE FROM ALL SOURCES:	\$ 247,246,384.42	100.0%	\$ 1,799,995.18	100.0%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Gateway Men's Shelter 7/1/25-6/30/26

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Contractual Services	\$ 10,400.00	\$ 10,400.00	\$ -	100.00%
Linen Service for Bedding - 20 loads every week at \$10 a load	\$ 10,400.00	\$ 10,400.00		100.00%
Audit Costs	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Consumable Supplies	\$ 319,900.00	\$ 319,900.00	\$ -	100.00%
Sheets, Pillows, Pillowcases, Mattress Protectors, Blankets, Towels, Wash Clothes, Mattress Pads \$114 a set plus backups (150 Sets)	\$ 17,100.00	\$ 17,100.00		100.00%
Food - 3 meals a day plus snacks - \$16 per day @ 50ppl per day x 365 days	\$ 292,000.00	\$ 292,000.00		100.00%
Housekeeping Supplies@ \$400/month	\$ 4,800.00	\$ 4,800.00		100.00%
Dog Food @ \$50/month	\$ 600.00	\$ 600.00		100.00%
Food Supplies @ \$150/month for paper goods	\$ 1,800.00	\$ 1,800.00		100.00%
Office Supplies - Paper, radios, Pens, Locks for storage, etc. @ \$300 per month	\$ 3,600.00	\$ 3,600.00		100.00%
Telephone	\$ 9,600.00	\$ 9,600.00	\$ -	100.00%
10 Cell phones @ 50/mo	\$ 6,000.00	\$ 6,000.00		100.00%
Internet and Landline service \$300/month	\$ 3,600.00	\$ 3,600.00		100.00%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Gateway Men's Shelter 7/1/25-6/30/26

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Postage and Shipping	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Occupancy	\$ -	\$ -	\$ -	
a. Rent	\$ -			
b. Utilities	\$ -			
c. Other	\$ -			
Equipment Lease/Purchase	\$ 14,400.00	\$ 14,400.00	\$ -	100.00%
Copy Machine Lease \$125 per Month	\$ 1,500.00	\$ 1,500.00		100.00%
Laptops 9 Total - 1 per every 2 employees	\$ 11,700.00	\$ 11,700.00		100.00%
Security Wands 2 @ \$300 Each	\$ 600.00	\$ 600.00		100.00%
Land Line Phones 2 @ \$50 Each	\$ 100.00	\$ 100.00		100.00%
Hot box	\$ 500.00	\$ 500.00		100.00%
Equipment Maintenance	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Printing & Publications	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			
Travel				
a. Local Travel	\$ -			

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Gateway Men's Shelter 7/1/25-6/30/26

3. Direct and Indirect Costs:				
Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
b. Operational Set Up Travel - Airfare, Hotel, Car, Food, Fuel	\$ 34,974.00	\$ 34,974.00		100.00%
Conferences, Meetings, Etc.	\$ 3,860.00	\$ 3,860.00	\$ -	100.00%
Employee Fingerprinting @ \$100 per Employee (19.3)	\$ 1,930.00	\$ 1,930.00		100.00%
Staff Certification @@ \$100 per Employee (19.3) - Background check, CPR	\$ 1,930.00	\$ 1,930.00		100.00%
Direct Assistance to Beneficiaries	\$ 33,390.00	\$ 33,390.00	\$ -	100.00%
Move in Kits includes sheets, bedding, cleaning supplies, toiletries, etc.- 50 Kits at \$289 Each	\$ 14,450.00	\$ 14,450.00		100.00%
Hygiene Kits - 274 Kits @ \$10 Each	\$ 2,740.00	\$ 2,740.00		100.00%
Bus Passes	\$ 2,000.00	\$ 2,000.00		100.00%
\$983.333/mo for birth certificates, id's, social security cards, clothing, socks, gloves, beanie's, Petty Cash	\$ 11,800.00	\$ 11,800.00		100.00%
Clinical Supplies - \$200 per month - First Aid Kits, Hand Sanitizer, gloves, Masks, Clorox wipes, COVID Tests, Flu Tests, hydration Packs, Hand Warmers. Initial stock included in start up budget	\$ 2,400.00	\$ 2,400.00		100.00%
	\$ -			
Membership Dues	\$ 3,400.00	\$ 3,400.00	\$ -	100.00%
HMIS Fees \$200 per 17 Employees Annually	\$ 3,400.00	\$ 3,400.00		100.00%
	\$ -			
Equipment, Land, Buildings	\$ -	\$ -	\$ -	
	\$ -			
	\$ -			

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Gateway Men's Shelter 7/1/25-6/30/26

3. Direct and Indirect Costs:

Line Item and Basics (Non-Personnel)	Program Total	City Funding Requested	Amount Other Sources	Percent Requested
Insurance	\$ 13,896.00	\$ 13,896.00	\$ -	100.00%
Professional Liability Insurance @ \$60 per month per employee (19.3)	\$ 13,896.00	\$ 13,896.00		100.00%
	\$ -			
Fuel and Vehicle Maintenance	\$ -	\$ -	\$ -	
Total Operating Costs	\$ 443,820.00	\$ 443,820.00	\$ -	100.00%

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

1. Agency Name: Community Bridges, Inc.

2. Project Title: Gateway Men's Shelter 7/1/25-6/30/26

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

Quarter Ending	Amount to be Requested	Percent of Total
September 30, 2025	\$ 452,645.91	25.15%
December 31, 2025	\$ 452,645.91	25.15%
March 31, 2026	\$ 445,586.95	24.75%
June 30, 2026	\$ 449,116.40	24.95%
Total	1,799,995.17	100.00%

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

Q1 & Q2 have 92 days

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

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

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