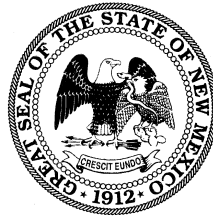


State Of New Mexico
FAMILY SERVICE DIVISION
Children, Youth & Families Department



Title: Call For Providers for Family Resource Centers

Issuance Date: 10/12/23



This **Call for Providers** will be used to select organizations to receive a contract for fiscal year beginning December 1, 2023 (Fiscal Year 2024) through June 30, 2025 (Fiscal Year 2025). Any contracts awarded via this process are subject to available funding, contractor performance, and program priorities. This procurement is being implemented in accordance with the Healthcare Exemption to the state procurement code, Section 13-1-98.1 (B) NMSA 1978.

The New Mexico Children, Youth & Families Department, Family Services Program, is seeking responses from agencies and organizations wishing to provide Family Resource Centers in the State of New Mexico within the following counties ONLY:

- **Dona Ana**
- **Rio Arriba**
- **Valencia**

New Mexico has developed the Thriving Families Plan to achieve the overarching goal to prevent and reduce child maltreatment in a way that meets the unique needs of families and communities. The strategy to achieve this goal is the development of Family Resource Centers (FRCs), which will provide a comprehensive service delivery model that yields a wrap-around case management structure *inclusive of all state resources*. The FRCs must be able to co-locate state resources, provide case management services to families, and support families to access services needed to support their family well-being. Services include access to primary health care, mental health services, early intervention services, home visiting services, and basic tangible needs such as food, clothing, housing, etc.

Vendors must understand and apply the required principles of trauma responsive care to Vendors' programming, policy and procedures, and interactions with all children/youth and their families, especially for those in or at risk of entering state custody. Those who contract with CYFD are mandated to complete training on trauma responsive care and service delivery. Vendor leaders, employees, volunteers, interns, or other individuals acting on behalf of Vendors must complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families.

Awarded vendors must comply with the CYFD Background Check policy:

In accordance with 8.8.3 NMAC, the Criminal Offender Employment Act, NMSA 1978, §§28-2-1 to 28-2-6 and the New Mexico Children's and Juvenile Facility and Program Criminal Records Screening Act, NMSA 1978, §§32A-15-1 to 32A-15-4, all Applicants selected pursuant to this RFA must comply with CYFD's background check policy.

This rule has general applicability to operators, volunteers, including student interns, and employees, and prospective operators, and employees, of child-care facilities, including every facility, CYFD Provider programs receiving CYFD funding or reimbursement, the administrative office of the courts (AOC) supervised visitation and safe exchange program, or other program that has or could

have primary custody of children for twenty (20) hours or more per week, juvenile treatment facilities, and direct providers of care for children in including, but not limited to the following settings: Children’s behavioral health services and licensed and registered child care, including shelter care. The Provider must submit to the CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or employees required to have background checks. The CYFD Background Check Unit will conduct nationwide and State abuse and neglect background checks on required employees or volunteers in accordance with 8.8.3 NMAC. A CYFD eligibility letter must be in the employee, volunteer or employee member’s personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients. The Provider is responsible for all related fees.

APPLICATION SEQUENCE OF EVENTS

CYFD FAMILY SERVICE DIVISION will make every effort to adhere to the following schedule. Any contract resulting from this notice will be finalized with the most advantageous Offeror(s) as per the schedule below or as soon thereafter as possible.

These dates are subject to change at the discretion of the CYFD Procurement office.

Action	Responsible Party	Due Date
Issuance of Application	CYFD Family Service Division	10/12/23
Deadline to submit Questions	Applicant	10/18/23
Response to Written Questions	CYFD Family Service Division Support Services	10/20//23
Submission of Application	Applicant	11/3/23 by 5:00 P.M. MDT
Application Review	CYFD Family Service Division Support Services	November 8, 2023
Selection of Finalists	CYFD Family Service Division Support Services	November 13, 2023
Finalize Contractual Agreements	CYFD Family Service Division Support Services	Upon CYFD approval
Contract Awards	CYFD Family Service Division Support Services	December 1, 2023

QUESTIONS

Questions about this notice shall be submitted via email to theresa.true@cyfd.nm.gov no later than the date indicated in the Sequence of Events. Written responses to written questions will be emailed by theresa.true@cyfd.nm.gov for the benefit of all applicants on the date indicated in the Sequence of Events.

APPLICATION SUBMISSION

Organizations proposing to provide services as part of the Family Service Division – Family Resource Center must submit a complete application for this notice **no later than 5:00 PM MDT on the date as indicated in the sequence of events.**

Submit all applications ELECTRONICALLY to: theresa.true@cyfd.nm.gov in pdf format. Application submissions shall be signed with an e-signature with date and time.

If you have questions or problems submitting your proposal, please contact **Theresa True** at **505-629-3635** or by email theresa.true@cyfd.nm.gov.

Late and Incomplete submissions will not be accepted.

CRITERIA FOR SUBMISSION:

Application format and response

Applications that do not adhere to the requirements and response format below may be rejected.

- Applicants shall submit only one (1) electronic application, including those applying for multiple counties.
- Appendix A **must** have the signature of the person authorized to obligate the program.
- Applications must be typewritten and submitted electronically.
- Type face must be easily readable font such as Ariel, Courier or Times New Roman, type size must be 12-point and single spaced. Margins must be a minimum of 1 inch on all sides

Applicants shall organize their application as outlined below. Points will be awarded based on the thoroughness and clarity of each response

To be considered, proposals must address each area

A. Appendix A – Complete and sign Appendix A on page 9

B. Organizational Capacity: Using a narrative format, please provide the following information.

1. Background and Experience:

- a) Describe the Applicant's vision, mission, and values and how these align with CYFD's mission, vision, and strategic priorities, and serve to promote Equity, Diversity, and Inclusion.
- b) Provide a summary of the Applicant's experience with similar services/projects to those being proposed.
- c) How will your organization demonstrate willingness to participate as a network, and contribute time and resources with a collaborative spirit?
- d) Describe the Applicant's ability to meet the cultural and linguistic needs of the community it proposes to serve.

2. Organizational Structure and Plan of Operation

- a) Provide an organizational chart and a statement of how the proposed services fit into Applicant's overall structure. Describe the management structure of Applicant, including the chain of supervision. Please include the proposed Family Resource Center in your organizational chart.
- b) Describe how participants (families served) are included in Applicant's organizational planning.
- c) Provide a statement regarding Applicant's use of subcontractors for each service proposed and the percentage of work estimated to be subcontracted.
- d) Provide a description of the system for quality assurance, including policies, procedures, reporting, and personnel responsible.
- e) Describe the proposed service area and explain the need for an FRC in your community. Include the following in your response:
 - Proposed Service Area: County/Countries, Sovereign Nations served.
 - The geographical description of the service area.
 - Economic, demographic information and child abuse statistics of the proposed service area. Cite all sources, including dates of the statistics utilized.
 - In what ways will a FRC specifically benefit the families and children in this unique community?
 - Applicant's experience in working with government agencies and community providers in the proposed service area.
- f). Describe the qualifications for the following positions.
 - i. Family Resource Director/Manager.
 - ii. Family Navigator and
 - iii. Other staff positions that will be directly involved with providing direct services and administrative oversight to the Family Resource Center.

If your organization already employs designated staff, please attach resumes for specific staff.

C. Family Resource Center Program Implementation

- a) Describe the location, design and hours of the facility that will house the Family Resource Center. Please include the following:
- b) Describe how the Family Resource Center (FRC) will be housed in a facility that is accessible to the community and is adequate in both design and size to meet the program goals.
- c) Describe how the FRC will be accessible to support families in crisis, including the a. enter being open during non-traditional hours.
- d) The offices that will be used as "co-location offices" and how your organization will structure office space for co-location of government departments and other service

- providers who may not be employed by your agency.
- e) Describe the identified viable location with a realistic strategy for initial service provision and a plan to expand services with clear timelines and milestones.
 - f) How the space is or will be designed to be friendly, welcoming, and trauma informed.
 - g) Whether virtual appointments will be available, and how will that be implemented at your Family Resource Center.
 - h) Describe a comprehensive service delivery model that yields a wrap-around case management structure inclusive of all state and community resources. Please include the following:
 - i. A description of each service
 - ii. Who will be providing the services
 - 1. If a service is being provided outside of the organization, please attach a Memorandum of Understanding (MOU) for the service provider. If your organization is subcontracting the service, please attach a justification for the selection of the subcontractor
 - iii. Please describe any additional services that are planned for the Family Resource Center not covered above and when they will be added.
 - i) Describe how service collaboration with other entities occurs to meet the needs of children and families served. (Child Protective Services, home visiting providers, medical providers, early childhood education and care providers, etc.)
 - j) What resources will be required (include time, travel, incentives, materials and supplies)?
 - k) Describe how FRC staff will partner with families using a strength-based coaching approach to support family services designed to address protective factors that are culturally and linguistically appropriate
 - l) Describe how Family Navigators will document initial assessments with families and individual service plans. (Provide an example of each document)
 - m) Describe how Family Navigators gain knowledge and stay informed of community resources to make referrals and meet the needs of families.
 - n) Describe how Family Navigators will ensure that families receive services identified to support their family needs.
 - o) Describe how and by whom employees (including independent contractors) receive supervision and support. Provide a resume in Section F, Supporting Documentation, of the person(s) responsible for Supervision.
 - p) Describe how employees will be trained in trauma-informed practices and how those practices will be implemented in daily work.

D. Community Advisory Board

- a) Describe your organization's plans for organizing a community advisory board and include:
 - i. How will your organization recruit families that utilize services at your organization to serve on the advisory board.

- ii. How will you include other community members, such as community leaders, educators, social workers, other community providers and others who have an interest in the success of the FRC.
- iii. How your community advisory board will share decision making in policies and procedures, and governance of the FRC.

E. Marketing Plan

- a) Describe your organization's marketing plans, including:
 - i. A description of your agency's experience with marketing and advertising.
 - ii. How your organization will reach underserved communities
 - iii. Attach up to three marketing samples (Flyers, brochures, Event announcements, community engagement projects, etc.) (this will not count toward the page limit).

F. Supporting Documentation

1. Provide a Resume for the person(s) responsible for Supervision.
2. Provide a draft job description of the Family Navigator position.
3. Provide a sample of an initial Family Assessment
4. Provide a sample of an initial Family Plan
5. Financial Stability: Applicants must submit copies of the most recent year's independently audited financial statements, as well as financial statements for the preceding three (3) years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income. If independently audited financial statements do not exist, Applicant must state the reason and, instead, submit sufficient information.
6. Provide a copy of Applicant's New Mexico Taxation and Revenue Tax ID Certificate [CRS]. If you are not currently registered forms can be downloaded at: <http://www.tax.newmexico.gov/Businesses/forms-publications.aspx>
7. Provide Proof of insurance(s):

As part of an Agreement with the Children, Youth and Families Department, Family Service Division, every successful Applicant is required to carry two types of insurance coverage:

 - a. Professional/General/Auto Liability (one million fifty-thousand-dollar (1,050,000.00) minimum)
 - b. Surety Bond (no employees) OR Dishonesty Bond (employees) each requires twenty-five percent (25%) of contract amount (ten thousand dollars (\$10,000) minimum)

APPLICATION SCORE SUMMARY

CRITERIA	POINT
Organizational Capacity	
1. Background and Experience	15
2. Organizational Structure and Plan of Operation	15
Service Delivery	
1. Family Resource Center Prog. Implementation	40
2. Community Advisory Board	20
3. Marketing Plan	10
Supporting Documentation	No Point Value
Total Points Available	100

Appendix A

CYFD FAMILY SERVICE DIVISION Title: Call for Providers Applicant Information	
Name of Program:	Fed EIN#: N.M. CRS #: UEI #:
Mailing address: Physical address:	State Supplier Vendor #:
Applicant Name: Contact Name: Title: Email address:	Telephone number: Website URL:
List the county / counties Applicant intends to serve:	
If Applicant is not registered as a Vendor to do business with the State of New Mexico, please follow the link at http://www.tax.newmexico.gov/Businesses/forms-publications.aspx to get registered.	
Signature of Applicant: I hereby certify that I am authorized to sign this application, that all information contained in this application contains no willful misrepresentation and that the information is true and complete to the best of my knowledge.	
Authorized Signature: _____	Date: _____
Name (print): _____	Title: _____
The information on this form <u>must</u> be filled out completely and sign with e-signature with date and time.	

Appendix B Scope of Work

Vendor shall perform the work outlined in this Scope of Work and attached Appendices which are hereby incorporated and made a part of the Agreement.

I. DURATION:

December 1, 2023-June 30, 2025

II. GOALS:

Family Resource Centers (FRCs) are community-based resource hubs where families access services and support that promote their health and well-being. FRCs reflect the unique culture and community of the people they serve. Each FRC will employ family navigators to provide assistance connecting with needed programs and services, information sharing and educational supports, and assistance accessing state-administered services. Based on community input, the FRC will be responsible for developing services and supports.

State of New Mexico Agencies will support efforts to coordinate services with the Family Resource Center.

III. OBJECTIVES:

To establish or expand a Family Resource Center that:

- Improves the health and well-being of families and children.
- Increases access to community resources and services for families in need.
- Provides early childhood education or development services to children aged from birth to five years old.
- Provides prenatal, parenting support and education to families with children and/or teenagers.
- Promotes family self-sufficiency through financial assistance and employment opportunities.

IV. PERFORMANCE MEASURES:

Performance measures will be determined based on the Provider's response to the proposal and agreed upon by the awarded organization and CYFD.

V. TARGET POPULATION:

Families, children, youth, and community members regardless of economic status in _____ county.

VI. DELIVERABLES AND REPORTS:

A. Center Design Requirements

- a. The Family Resource Center (FRC) will be housed in a facility that is accessible to the community and is adequate in both design and size to meet the program goals.
- b. The FRC facility must be designed to be a friendly and welcoming space, utilizing a trauma-informed approach.
- c. The hours of the center will include evenings, weekends, and emergency hours to support families in crisis.
- d. The FRC will provide space for co-location for ECECD, CYFD, DOH, HSD, DWS and other local community providers, as needed, who are not employed by the FRC to assist families with access, application assistance, referrals and connection to services and classes in a variety of areas that support well-being.

B. Staffing

The FRC should have, at the minimum, the following staff:

- a) Family Resource Center Director or someone from the provider agency who will oversee the operations and programs of the FRC, including services it provides and support to families. The FRC Director will, at a minimum:
 - i. Develop and implement a strategic plan for the FRC in collaboration with staff, community partners and stakeholders.
 - ii. Oversee the day-to-day operations of the center, including managing staff, volunteers, and resources.
 - iii. Develop and implement programs and services that meet the needs of children and families.
 - iv. Coordinate outreach efforts to ensure that families in the area are aware of the center and the services it provides.
 - v. Collaborate with community partners to identify and address systemic barriers that impact the well-being of families.
 - vi. Monitor and evaluate programs and services to ensure that they are meeting the needs of families and achieving intended outcomes
- b) **Family Navigators** are responsible for providing comprehensive navigation services for families seeking assistance. The family navigator will partner with families to determine their strengths and needs, develop a plan of action, and connect them with resources in the community that can help them meet their goals. The Family Navigator will:
 - i. Conduct initial assessments with families to determine their needs and strengths.
 - ii. Develop an individual service plan with families.
 - iii. Provide advocacy and support for families.
 - iv. Connect families with community resources such as housing,

- childcare, employment services and healthcare.
 - v. Monitor progress and adjust service plans as needed.
 - vi. Collaborate with staff members, service providers and state staff to ensure the best outcomes for families.
 - vii. Collect and ensure needed evaluation and documentation is complete on all families served.
- c) **Administrative Support** will assist the center’s staff and clients including greeting clients, answering phone calls and other administrative tasks typical for that position including record keeping, program support data entry and filing.
- d) **Training Requirements** for staff must include:
- i. Trauma informed and trauma responsive practices.
 - ii. Diversity, Equity, and Inclusion
 - iii. Mandated reporting
 - iv. National Family Support Network Standards of Quality for Family Strengthening and Support (Director/Management Only).
 - v. Other training as required by CYFD with reasonable notice.

VII. STATUTORY AUTHORITY/REQUIREMENTS:

1. *Vendor must adhere to the Trauma Responsive Care and Services Training Requirements in Attachment A.
2. Per Diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule, found at 2.42.2 NMAC.
3. If Vendor’s performance of the Scope of Work provides services/care to children in CYFD custody (Client) or if the performance of the scope of work requires Vendor’s access to Client data, Vendor, its executive staff, employees, volunteers, interns, or other individuals acting on behalf of Vendor, and prospective subcontractors are required to obtain Background Checks (a screen of CYFD’s information databases, State and federal criminal records and any other reasonably reliable information about an individual) in accordance with 8.8.3.2 NMAC. (Example) Vendors that will provide services/care to children in CYFD custody, or that require Vendor’s access to Client data must perform background checks on its executive staff, employees, volunteers, interns, and other individuals acting on behalf of Vendor, and prospective subcontractors in accordance with 8.8.3.2 NMAC. All promotional materials, whether printed and electronic, such as brochures, posters, flyers, advertisements, and vendor website, must include the official, approved CYFD logo and must have prior CYFD approval before use.
4. For all scopes of work that require Vendor employees to hold a professional certification and/or licensure, Vendor shall provide the following to their CYFD Program Manager within thirty (30) days of execution of the Agreement for each individual employee:
 - a. Proof the individual is in good standing with their respective regulatory body, such as a licensing board.

- b. Maintain applicable certification and/or licensure throughout the term of this Agreement.
- c. Provide immediate notification of any pending actions before their respective regulatory body.
- d. Provide immediate notification if any such certification and/or licensure is suspended or revoked, and immediately cease providing services.

VIII. CYFD will conduct ongoing monitoring of the executed contracts to ensure compliance. This includes monitoring performance outcomes, reviewing monthly reports, monitoring caseloads, site visits that may consist of interviews with employees and/or families, review of client files, fiscal files and/or employee files, and ongoing communication through telephone calls and emails. If CYFD determines there are program deficiencies, the assigned CYFD Program Specialist will work with Vendor to create a performance improvement plan to address the program deficiencies. If there are significant contractual deficiencies, Vendor will be placed on a corrective action plan, which may result in a contract amendment or termination. If serious contractual deficiencies are found, the contracted services may be terminated immediately.

Client Records And Confidentiality

- A. Vendor shall protect the confidentiality of all information and records and shall not release any information about the children, youths, families, and caregivers to whom services are provided to any other third party without the express written authorization of the children, youths, families, and caregivers to whom services are provided and/or the Department of Health and its designees.
- B. Vendor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and federal rules, regulations and laws protecting the confidentiality of information. If Vendor may reasonably be expected to have access to CYFD's Protected Health Information (PHI) as defined by HIPAA, Vendor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory Agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by CYFD shall constitute grounds for termination of this Agreement.

Non-Discrimination And Equal Opportunity Compliance

- A. Vendor hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794, et seq.), the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12150, et seq.) and all other applicable federal and State laws, rules, and regulations. These laws and

regulations prohibit discrimination based on any protected class.

- B. The Vendor agrees to abide by all federal and State laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Vendor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, pregnancy, child birth, or condition related to pregnancy or childbirth, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, the Vendor agrees to take appropriate steps to correct these deficiencies.

Federal Grant Or Other Federally Funded Agreements

- A. Lobbying. Vendor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, State, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, §§ 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of Vendor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, Vendor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent Vendors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a- 7, and that it, its employees, and independent subcontractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions)

against it or its employees or independent subcontractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

- C. Fiscal and Administrative Standards. Vendors shall adhere to all local, State, and federal regulations applicable to their operations. For Agreements that involve the expenditure of federal funds, Vendors shall adhere to fiscal and administrative standards in accordance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance): <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniformadministrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
2. State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration- Financial Control Division: <http://www.nmdfa.state.nm.us/Manuals.aspx>.
3. The State of New Mexico State Auditor, State Audit Rule: http://www.saonm.org/state_auditor_rule
4. Title 2 CFR, Chapter I, Part 170, Reporting Sub-award, and Executive Compensation Information
5. Title 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards
6. FASB and AICPA Statements and Professional Pronouncements.
7. U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

- D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

- E. Grantor (CYFD) Information.

If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

1. CFDA Number: **CFDA#: 93.556**,
2. Program Title: **Family First Prevention Services Act (FFPSA)**
3. Agency/Office: **Administration for Children and Families**
4. Grant number: **G-2001-NMFFTA**
5. Vendor's Unique Entity Identifier

- F. Vendor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Vendor. employee whistleblower protections established at 41

U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

2. Vendor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41U.S.C.4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. Vendor shall insert the substance of this clause, including this paragraph3), in all subcontracts over the simplified acquisition threshold.

G. Agreements and subgrants that involve the expenditure of federal funds for amounts in excess of one hundred fifty thousand dollars (\$150,000), require Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Vendors that apply or bid for an agreement exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above 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 agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier-to-tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

J. For agreements which involve the expenditure of federal funds, and under which Vendor is considered a subrecipient, the provisions of Appendix A

shall apply and are incorporated herein.

- K. The terms of this agreement are contingent upon sufficient appropriations made by the Legislature of New Mexico and the federal government for the performance of this agreement. If sufficient appropriations and authorizations are not made by the state and federal government, this agreement shall terminate immediately upon written notice by the Agency to vendor.
- L. Place of Employment. Vendors shall provide proper signage of business name on building to promote and identify the business, so children, youths, parents, and caregivers know they are at the right location. All permitted signs shall be maintained by the Vendor at its expense in a first-class and safe condition and appearance.
- M. All places of employment, passageways, storerooms, service rooms, and walking- working surfaces are kept in a clean, orderly, and sanitary condition per OSHA sanitation standards (1910.141 – Sanitation are intended to ensure that workers do not suffer adverse health effects).
- I. *DATA COLLECTIONS ACTIVITIES, REQUIREMENTS AND DATA USE AGREEMENT (DUA): Not Applicable
- II. BILLING (INVOICING, WORKBOOKS, ENCOUNTERS):
 - 1. *Provide a Trauma Training Tracking Sheet with their invoice or encounter submission that includes the following information:
 - a. *Report current leaders, employees, volunteers, interns, or other individuals acting on behalf of Vendor, who have direct contact with Clients who have worked for Vendor for more than three (3) months, and
 - b. *Provide certification of completion for those current leaders, employees, volunteers, interns, or other individuals acting on behalf of Vendor, who have completed the initial training requirements.
 - 2. Vendor will submit invoices through CYFD’s Administrative Services Organization (www.bhsdstar.org) no later than thirty (30) days following the service period end date including supplemental documentation required to substantiate the invoiced expenses. Vendor understands that CYFD may require earlier submissions based on State and federal fiscal year requirements. Vendor understands that an open billing window request must be approved by CYFD in order to submit invoices past the thirty (30) day deadline. Vendor may not bill if there is not a valid, signed Agreement in place.
 - 3. Vendor is expected to maximize other available funding whenever possible. Many of the CYFD Clients served by Vendor will be Medicaid enrolled or eligible or may have other health insurance coverage. Non-

Medicaid funding available through this Agreement should be utilized as the payor of last resort.

4. The following billing documents are due the 10th of every month:
 - a. Invoice for services that occurred during the preceding month.
 - b. Expenditure Report
 - c. Back up documents (name the uploaded document with: Vendor name, month/year, backup). Back up documents need to be labeled and clearly identify each corresponding category listed on the expenditure report.
 - d. Time and Effort Report.
 - e. Emergency Discretionary Funds with back-up documents (identify/label the uploaded document with: Vendor name, month/year, EDF.)
5. Failure to submit billing documentation by the 10th of every month will result in delayed payment.

III. ANNUAL FINANCIAL AUDIT REPORTS

The Vendor must select and initial the reporting requirement that applies. *(An annual program report and financial report is required for all Vendors. The type of financial report is dependent on the amount of the fiscal year allocation.)*

Submitting a financial audit or report is a condition of this Agreement; failure to do so may jeopardize next year's allotment to Vendor.

- A Vendor that expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards during the Vendor's fiscal year must have a single audit conducted in accordance with the Audit Requirements of the Federal Uniform Administrative Requirements. (Title 2, Subpart A, Chapter II Part 200, Subpart F, Subgroup 43, Section 200.501). This is due six (6) months after the end of the Vendor's fiscal year.
- A Vendor that expends between one hundred thousand dollars and seven hundred fifty thousand dollars (\$100,000 - \$750,000) in Federal and/or
- State awards during the Vendor's fiscal year must submit one of the following:
 - A financial audit prepared by an independent auditor or a Certified Public Accountant which includes an Independent Auditor's Report expressing an opinion about financial soundness, due six (6) months after the end of the Vendor's fiscal year, or
- Financial statements which may include either IRS Form Schedule C, IRS Form 1120, or an Income Statement (Profit/Loss Statement) and Balance Sheet prepared by the Vendor based on the Vendor's fiscal year, due six (6) months after the end of the Vendor's fiscal year.

IV. SUBRECIPEINT AWARDS

(TO BE INCLUDED IN ONLY those agreements that are awarded to Sub-Recipients.)

For Agreements which involve the expenditure of federal funds, and under which Vendor is considered a subrecipient, the following provisions shall apply.

1. Federal Award Identification.

a. Vendor name (the name associated with its unique entity identifier):
_____.

b. Vendor's unique entity identifier: _____.

c. Federal Award Identification Number (FAIN): _____.

d. Federal Award Date (2 C.F.R. §200.39 and/or 45 C.F.R. §75.2 Federal award date) of award to CYFD by the awarding agency: _____.

e. Subaward Period of Performance Start and End Dates: _____.

f. Amount of Federal Funds Obligated by this action by CYFD to Vendor:
_____.

g. Total Amount of Federal Funds Obligated to Vendor by CYFD including the current obligation: _____.

h. Total Amount of the Federal Award committed to Vendor by CYFD:
_____.

i. Federal award project description, responsive to the Federal Funding Accountability and Transparency Act (FFATA): _____.

j. Name of awarding federal agency and contact information for awarding official of CYFD: _____.

k. CFDA Number and Name; identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement:
_____.

l. Identification of whether the award is Research & Development: _____.

m. Indirect cost rate for the Federal Award (including if the de minimis rate is charged per 2 C.F.R. 200.414 and/or 45 C.F.R. §75.414): _____.

2. Vendors shall use the Federal Award in accordance with all requirements imposed by federal statutes, regulations and the terms and conditions of the Federal Award.

3. Vendor shall comply with any additional requirements needed in order for CYFD to meet its own responsibility to the awarding federal agency including identification of any required financial and performance reports, as specified in the notice of grant opportunity, CYFD's grant application, and the notice of Federal Award.

4. An approved federally recognized indirect cost rate negotiated between Vendor

and the federal government or, if no such rate exists, either a rate negotiated between CYFD and Vendor (in compliance with 2 C.F.R. Part 200 and/or 45 C.F.R. Part 75), or a de minimis indirect cost rate as defined in 2 C.F.R. §200.414(f) and/or 45 C.F.R. §75.414(f) is listed in this Agreement.

5. Vendor shall permit CYFD and its auditors to have access to Vendor's records and financial statements as necessary for CYFD to meet the requirements of 2 C.F.R. Part 200 and/or 45 C.F.R Part 75.

6. Vendor shall comply with the appropriate terms and conditions concerning closeout of the subaward as applicable pursuant to 2 C.F.R. §200.343 and/or 45 C.F.R. §75.381.

7. In order to evaluate Vendor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of 2 CFR §200.331 and/or 45 C.F.R. §75.352, CYFD is authorized to consider such factors as:

- a. Vendor's prior experience with the same or similar subawards.
- b. The results of previous audits including whether or not Vendor received a Single Audit in accordance with 2 C.F.R. Part 200 and/or 45 C.F.R. Part 75, subpart F, and the extent to which the same or similar subaward has been audited as a major program; (iii) Whether Vendor has new personnel or new or substantially changed systems; and
- c. The extent and results of awarding agency monitoring (e.g., if Vendor also receives federal awards directly from an awarding federal agency).

CYFD is authorized to consider imposing specific subaward conditions upon Vendor if appropriate as described in 2 C.F.R. §200.207 and/or 45 C.F.R. §75.207. CYFD is authorized to monitor the activities of Vendor as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. CYFD monitoring of Vendor may include:

- a. Reviewing financial and performance reports required by CYFD.
- b. Following-up and ensuring that Vendor takes timely and appropriate action on all deficiencies pertaining to the Federal Award provided to Vendor from CYFD detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Federal Award provided to Vendor from CYFD as required by 2 C.F.R. §200.521 and/or 45 C.F.R. §75.521.

Depending upon CYFD's assessment of risk posed by Vendor (as described in paragraph (7) of this section Scope of Work), CYFD is authorized to utilize the following monitoring tools to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- a. Providing Vendor with training and technical assistance on program-related matters.
- b. Performing on-site reviews of Vendor's program operations.
- c. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425 and/or 45 C.F.R. §75.425.

CYFD is authorized to verify that Vendor is audited as required by 2 C.F.R. Part 200 and/or 45 C.F.R. Part 75, subpart F when it is expected that Vendor's federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. §200.501 and/or 45 C.F.R. §75.501.

CYFD is authorized to consider whether the results of Vendor's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to CYFD's own records.

CYFD is authorized to consider taking enforcement action against noncompliant Vendors as described in 2 C.F.R. §200.338 and/or 45 C.F.R. §75.371 and in program regulations.

(*Required Kevin S. Language for Kevin S. Settlement

Appendix C Budget: Excel Attachment

Please follow instructions for projecting costs per family served. Complete budget for direct costs, indirect costs, and in-kind.