



New Mexico Children,
Youth & Families Department

FY22 Continuum Grant Agreement Guidance

State of New Mexico Juvenile Continuum Grant Fund
U.S. Department of Justice Title II Formula Grant

**Juvenile Justice Services
Grants Management Unit**

Revised January 2022

Note: This document is addressed to those Contractors receiving funds through the Grants Management Unit.

Grants Management Unit

Physical Address

Children, Youth and Families Department
1120 Paseo de Peralta, Room 541
Santa Fe, NM 87501
505-827-4497

Mailing Address

Children, Youth and Families Department
Grants Management Unit, Room 541
PO Drawer 5160
Santa Fe, NM 87502-5160

www.cyfd.org/special-programs

Grants Management Unit Manager

Cindy Varela
505-629-3223

Cindy.Varela@state.nm.us

Grants Manager
Consuelo Garcia
505-470-7494

Consuelo.Garcia1@state.nm.us

Grants Manager
Louis Pacias
505-660-3405

Louis.Pacias@state.nm.us

Grants Manager
Samantha Rendon
505-699-2469

Samantha.Rendon2@state.nm.us

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Statutes

Title 8, Social Services, Chapter 14, Juvenile Justice, Part 13, Juvenile Continuum Grant Funds, of the New Mexico Administrative Code [8.14.13 NMAC – N, 06/29/2007] establishes the manner in which money appropriated by the New Mexico state legislature to the juvenile continuum grant fund, and other money accruing to the fund as a result of gift or deposit, shall be awarded pursuant to the Juvenile Continuum Act, Laws 2007, Chapter 351.

Authorized by the federal Juvenile Justice and Delinquency Prevention Act, Title II State Formula Grants support innovative state efforts to adhere to standards that reduce the risk of harm to court-involved youth, ensure fair treatment of minority youth, improve the way systems address delinquent behavior, and ensure citizen involvement and expertise through the State Advisory Groups/Juvenile Justice Advisory Council.

I. Definitions

At-Risk Youth: The juvenile has demonstrated specific behaviors that if repeated will make the juvenile eligible for a referral to juvenile probation and parole, and these behaviors have come to the attention of public agency officials such as the public school, law enforcement or protective services officials. The referral must be from one of those public agencies specified in the Juvenile Continuum Act as a required partner in a continuum. Youth may also self-refer.

Contractor: A local or tribal government who applies for and receives a grant from the juvenile continuum grant fund or Title II State Formula Grant funds for a juvenile justice continuum within its jurisdiction.

Coordinator: The Juvenile Justice Continuum Coordinator:

1. Organizes, coordinates, and provides staff support for the Community Advisory Board (CAB); this will include board development activities in conjunction with the CAB chair;
2. Informs the Agency's Grant Manager of the date of each meeting and submits a copy of the written minutes of each meeting within thirty (30) days of the meeting;
3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
4. Submits to the Agency's Grant Manager monthly requests for reimbursement. Such requests will be submitted via the CYFD Juvenile Justice Grants Management Provider Portal, signed, and dated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Grant Manager, in advance;
5. Provides data as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Grant Management Unit has provided the data report format, via the CYFD Juvenile Justice Grants Management Provider Portal. Programmatic data must be entered into the portal as this will generate the monthly invoice. Failure to submit such programmatic data may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency;
6. Provides the Agency standardized progress reports monthly;
7. Submits to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. a year plan for sustainability of programs/services;

- b. accomplishments/milestones achieved during this Agreement period;
 - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
 - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
8. Attend meetings as required by the Agency to include but not limited to:
 - a. Monthly Coordinator Meetings/Trainings; and
 - b. State Level JJAC Board Meetings.
9. Attend job-relevant trainings for professional development and Continuum networking purposes; and
10. Promote programs with schools, local government, agencies, and youth and parents through community presentations, events, and meetings.

Department/Agency: The New Mexico Children, Youth and Families Department (CYFD) as defined in the Grant Agreement.

Fiscal Agent: Party responsible for executing the CYFD Grant Agreement including but not limited to the application, monitoring, and ensuring contract compliance throughout the funded fiscal year. The fiscal agent is the Point of Contact for the agency. This person will receive email notifications about the grant.

Grant Fund: The Juvenile Continuum Grant Fund, established pursuant to the Juvenile Continuum Act, Laws 2007, Chapter 351. Title II State Formula Grant funds are also used to fund county/local continuum programs.

JJAC: State Advisory Groups were established in the Juvenile Justice and Delinquency Prevention Act (JJJPA). The New Mexico Juvenile Justice Advisory Committee is formed and functions pursuant to Sections 9-2A-14 through 9-2A-16 NMSA 1978, as amended. JJAC is comprised of juvenile justice leaders, professionals, practitioners, and citizen volunteers appointed by the governor, with the charge to advise and guide the governor, the legislature and the CYFD Cabinet Secretary regarding the implementation of the Federal Juvenile Justice and Prevention Act (JJJPA) and review and make recommendations to the CYFD Cabinet Secretary for federal and state continuum grant funding.

Juvenile Justice Continuum: A system of services and sanctions for juveniles arrested or referred to juvenile probation and parole or at risk of such referral and consists of a formal partnership among one or more units of local or tribal governments, the children's court, the district attorney, the public defender, local law enforcement agencies, the public schools, and other entities such as private nonprofit organizations, the business community, and religious organizations. A juvenile justice continuum shall be established through a memorandum of understanding and a continuum board. For tribal governments, the corresponding agencies/entities must be the continuum members, and there must be a comparable memorandum of understanding and a continuum board.

Match: Local matching funds may consist of money, land, equipment, or in-kind services.

"Match" is the portion of program costs that IS NOT paid for to the program by grant funds as part of the fee for service.

“In-kind” contributions represent the value of non-cash contributions provided that is used to achieve program objectives. This non-cash contribution is from third parties, such as public agencies, private organizations, sponsors, and individuals.

“Cash” contributions are donated by a third party and is expended to fund allowable program costs.

Required Partner: The officials and public agencies, and tribal equivalents, whose partnership in the juvenile justice continuum is statutorily required. These are: a unit of local or tribal government, the children’s court, the district attorney, the public defender, a local (municipal, county, tribal) law enforcement agency, and the public school district.

Subcontractor: A subcontractor is an entity that receives a subcontract from a local/ county/ tribal government entity to carry out part of the Juvenile Continuum Grant Agreement. An award provided by the grant recipient to a subcontractor for the subcontractor to carry out part of the award received. A subcontract may be provided through a contract with the local/county/tribal government entity with approval by the agency.

Grant Agreement

A legal instrument of financial assistance between an awarding agency and a local/county/tribal government entity used to enter into a relationship for the principal purpose of transferring anything of value from the awarding agency or pass-through entity to carry out a public purpose authorized by a law of the State of New Mexico.

Target Population: At-risk youth, as defined above, ages 10 – 17. If the youth enter the program at 17 years of age and turns 18 while continuing services, it is acceptable to bill until service curriculum has been completed. Once the youth is discharged, they may not return (utilizing this funding source) if they have turned 18.

Fee Schedule: Established rates for contract activities. In order to bill for approved contract activities, the youth must be present during the session/activity.

II. Fiscal Year Start-Up

A. Programs

As referenced in the Duties and Responsibilities of Attachment 1 – Scope of Work, unless previously stated and approved in the grant application, all programs must commence and be operational within ninety (90) days of the last signatory executing the grant agreement. If the Contractor’s program has not commenced or is not operational within ninety (90) days, the Contractor must report, in writing, to the Children, Youth and Families Department (Agency) the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) day period. If this justification is not received prior to the ninety (90) days, the Contractor’s program, at the Agency’s discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.

B. Subcontractors

The Contractor shall not subcontract any portion of this service to be performed under this Agreement without the prior written approval by the Agency’s Cabinet Secretary or Designee, as stated in Article XVI. Subcontracts of the grant agreement. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this

Agreement, nor shall the subcontract obligate direct payment from the Procuring Agency. The Contractor must notify subcontractors that they are subject to Article III – Maintenance of Records of the Agreement.

When wishing to subcontract for the services identified in the grant agreement, the process to request approval is as follows:

1. The Contractor (city or county) must submit a request on letterhead;
2. The signed letter must reference the following:
 - a. grant agreement number;
 - b. name, address, telephone number, state CRS number, and either an entity's DUNS number active in System for Award Management (SAM) or an individual's/sole proprietor's social security number of the proposed subcontractor;
 - c. portion of the Scope of Work the subcontractor will be performing;
 - d. proposed start date of the subcontract; and
3. Include a copy of the proposed subcontract. Subcontracts should address:
 - a. subcontracts should not be written as a straight draw-down of funds (lump sum payments whether one-time, monthly, or quarterly);
 - b. reimbursements are monthly and must reflect actual services performed or expenses incurred. If services are being provided, reimbursements must be submitted;
 - c. subcontracts should mirror the requirements in the Agreement held with the Agency and there must be no transference of liability for the Agreement. The Contractor is fully liable for all terms and deliverables of the Agreement; and
 - d. contractors are responsible for the oversight of the subcontractors in terms of program compliance and outcomes. It is expected that sites will conduct periodic reviews (both fiscal and programmatic) of subcontractors for activities paid through the Agreement.

The approval to use subcontractors must be obtained prior to execution of the subcontract and services being accessible. Once the subcontract is executed, a fully executed copy must be submitted to the Agency. Sites will not be reimbursed for services provided by subcontractors for whom approval has not been obtained and/or falls outside of the subcontract execution dates.

The request to subcontract must pass through numerous offices. Please allow for one to two weeks for a response.

III. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in Attachment 2 – Budget of the funding agreement. All payments shall be made upon an actual cost reimbursement basis for target population of youth between 10 and 17 years of age. The Contractor shall submit to the Agency via the CYFD Juvenile Justice Grants Management Provider Portal certified and documented invoices and vouchers for actual work performed and expenses incurred, no later than fifteen (15) days after the end of each month. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due, may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

A. Program Invoice

This form is system generated through the CYFD Juvenile Justice Grants Management Provider Portal (see Appendix A). The following information will automatically be generated:

1. Invoice Number. This number is determined by the CYFD Juvenile Justice Grants Management Provider Portal.
2. Contractor Name. The Contractor is the name of the entity that holds the Agreement with the Agency.
3. Remit Address. This address should be in the SHARE system under the Contractor name and where the reimbursement warrant will be processed for the Continuum. The purchase order is furnished with the executed Agreement from the Agency.
4. Contract Number. The contract number may be found in the upper right corner of the Agency Agreement.
5. Term of Contract. The term is July 1 to June 30 of the fiscal year.
6. Purchase Order Number. This number can be found on the Agency furnished purchase order.
7. Billing Period. The billing period is the month and year of which the Contractor is requesting reimbursement.
8. Services Rendered. The services that were provided along with the number of units, unit rates and total amount for each service provided.
9. 5% Program Support Fee. The 5% program support that is calculated based on monthly activity drawdown.
10. Amount of this Billing. This line shall reflect the amount the Contractor is requesting reimbursement for that billing period.
11. Match Contribution the Billing. This amount shall be the total requested as match from the Match Expenditure Report Form.
12. Contractor Signature Area. This area is to be signed and dated by the authorized representative of the entity holding the Agreement with the Agency. The Continuum Coordinator may not sign this document if they are a subcontractor of the Contractor.

B. Program Expenditure Report (Staff and Youth Utilization Report)

This report, as supplied by the CYFD Juvenile Justice Grants Management Provider Portal, shall reflect the approved budget as provided in the Agreement's Attachment 2 – Budget. The program names and line items are to reflect the same program names and line items on Attachment 2. The only instances that the approved budget shall change is when the Agreement is amended and/or a Budget Adjustment Request (BAR) has been approved. This form will be the mechanism for Contractors to review the itemized monthly request for reimbursement and is not required for invoice submission but may be submitted with the supporting documentation should the contractor want to.

The following information is included in the report:

1. Contractor/Grant Name. The Contractor is the entity that holds the grant Agreement with the Agency.
2. Contract/Grant Period. The Agreement is for July 1 to June 30 of the fiscal year.
3. Billing for Period of. This shall be the month and year of which the Contractor is requesting reimbursement.
4. This Expenditure Report shall be marked Utilization Staff and Youth Report in the upper left corner of the report.
5. Contract Activity ID and Activity Label are to be the same program names and line items as stated in the Agreement's Attachment 2 – Budget. These names and amounts may only change to reflect an amendment to the Agreement and/or an approved BAR. The sum of the Approved Budget column shall be identical to the amount reported on the Program Invoice under Total Contract Amount.
6. Invoice Amount. This column shall reflect the amount of funds the Contractor is requesting reimbursement for. The sum of this column shall be identical to the amount submitted on the Program Invoice for Amount of this Billing.

C. Expenditure Supporting Documentation

The grants, administered through the Grants Management Unit, are reimbursement-based grants. This means that the Contractor must first make payment for all expenses covered by the grant, and then request reimbursement from the Agency. Every dollar requested for reimbursement must be supported by back-up expense documentation and proof of payment. This documentation must be uploaded into the portal prior to invoice submittal. Please refrain from including extraneous documents. Examples of acceptable expense documentation and proof of payment are:

1. Continuum Coordinator(s) Payroll/Hours Worked

Payroll reimbursement requests must be supported by the following:

- a. timecards or activity logs shall clearly state the dates of service and signed/approved by a supervisor; and
- b. proof of payment - payment may be supported by a copy of the cancelled check, direct deposit slip, or a General Ledger (G/L) Account report.

Timecards and activity logs supply detail of work done on grant related activities. They are to be cross-checked for overbilling, duplication of services and/or billing, the sum of hours/payment calculating correctly, and unallowable activities/services/hours.

Please remember that the Contractor and its subcontractors shall not solicit for donations for a program, nor lobby for political office/elected official while being paid with these funds.

2. Invoices

Invoices must be itemized in order to show the services provided/expenses incurred. The Agency will not reimburse from statements. Invoices may be confirmed paid by the inclusion of the cancelled check or a G/L Account report. The G/L Account report must clearly state the vendor, date paid, amount paid, and the account charged.

3. Mileage

When submitting mileage requests; the log must show the date(s) of the trip, start and end odometer readings, total trip mileage, purpose of the trip, and the rate calculation.

4. Youth Committee

Youth Committee Stipends are designed to engage system involved youth of your community to be active members of your local continuum board. Copies of cancelled checks to youth or a G/L Account report must be submitted as proof of payment to the youth board member(s). The stipends are not to exceed \$25.00 per meeting.

5. Program Support

May be utilized to support program related expenses, examples include curriculum, training, and platform licenses.

IV. Match Contribution

For every dollar of Continuum funds requested from the Agency, the Contractor must provide forty cents (\$.40) in match contribution. Match may take the form of cash or the valuation of non-cash contributions (in-kind). In-kind may be in the form of services, materials, or equipment given without charge to the Contractor. Match must be used to support the Agency funded projects. Match must be determined on standard objective sources and must be verifiable. Match contributions may only be claimed in the same month as utilized (i.e., cannot consider a year's lease in one lump sum; it must be credited monthly).

Deliverables for match may be broken down into In-kind, Building usage and Cash Match with acceptable supporting documentation. The invoice will reflect the grand total of all match deliverable types.

Acceptable forms of match and documentation are:

A. Volunteer Services

Unpaid services provided to a Contractor, by individuals, will be valued at rates set by the Agency. Volunteer service is an important component to many programs. The rates below have been determined as reasonable and verifiable for certain activities within the State of New Mexico. When determining your volunteer in-kind, supporting documentation should be sign-in sheets, the hours worked, activity performed, and the calculation for value of hours.

The rates are:

- | | |
|--|-------------------|
| 1. Community Service Project Volunteer | \$11.20 |
| 2. Volunteer providing skilled office/labor work | \$19.77 |
| 3. Board Member attending a Board Meeting | \$22.55 |
| 4. Professional Service Volunteer
(Physician, architect, plumber, etc. providing those specific services) | Professional Rate |

B. Building Usage

When using the value of a building and/or office space as match contribution, the value must be verifiable. Unless the whole building/office space is used for the funded programs, the value shall be calculated on the square footage utilized by the funded programs. For a building usage to be used as a match, the space used must be available for the public to use. For example, a community room is allowable, but an office in a school is not allowable.

The following are acceptable sources of documentation:

1. Rental agreement with proof of payment; or

2. Mortgage agreement with proof of payment.

For areas donated by an entity different than the Contractor/subcontractor or no rent or mortgage is paid, a valuation, by a real estate professional or facilities manager, detailing total square footage, present value based on comparable costs, and total monthly value a request will be submitted by the fiscal agent on County/City/Town letterhead with detail for approval by the Grants Management Unit.

C. Receipts

Documentation must include the itemized receipt showing the entity purchased from, the date of purchase and the method of payment. Receipts shall not include unallowable items. Unallowable items, such as personal purchases, food, alcohol, etc., should not be comingled on a receipt. These items should be purchased separately.

D. Other Forms of Match

When submitting other forms of match, be sure to follow the same guidelines as if the expense would be submitted for reimbursement.

Contractors and subcontractors are encouraged to continue reporting match contribution once the mandatory 40 percent is met. This continued reporting will assist in calculating the true cost of the program. Continuums may elect to stop reporting match when the 40 percent is met and include the actual match contributions on the Final Annual Report.

V. Budget Adjustment Request and Amendment to the Agreement

A. Budget Adjustment Request (BAR)

A BAR is an instrument that allows the Contractor to request minor adjustments within the Agreement line items for services or supplies already approved by JJAC and the Cabinet Secretary (see Appendix D). Internal approval can be made up to 5% of the award total. Grant and Program Subcommittee will review and approve or deny any request over 5% of the award total via the Grant Management Unit. A BAR may not change the scope or intent of the Agreement, including the addition of programs/services, travel, supplies and/or equipment. The first BAR may not be submitted until the effected line items have had three months of expenditures.

Prior to submitting a BAR to the Grants Management Unit, it must be approved by the Continuum Board (as evidenced in the Board minutes) and by the Contractor's authorizing agent. The BAR and a detailed justification are then submitted to the Agency's Grant Manager prior to any movement or alternate use of the affected funds. The BAR form must follow the approved program names and line items of the Agreement.

The BAR will be reviewed and either approved or denied by the Grant Management Unit and/or JJAC Grant Subcommittee. A copy of the approved or denied BAR will be returned to the Continuum Coordinator and Contractor's authorizing agent. The changes may take effect upon the approval date on the returned BAR form.

An approved BAR shall amend the approved budget and line-item amounts. These amended amounts shall follow all documentation from the date of approval (i.e., Expenditure Report forms, future BAR, grant review documents). All adjustments must consider the fee schedule and the request is divisible within the established rates.

All final BAR forms must be submitted to the Agency no later than ninety (45) days (May 15th) prior to the end of the fiscal year. Requests submitted after that day may not be accepted or approved.

B. Amendment to the Agreement

A request for an amendment to the grant Agreement may be submitted when the Contractor intends to modify the Agreement's scope, intent and/or approved budget. The request for amendment shall be submitted on a Logic Model Application Form, with detailed justification, to the Agency's Grant Manager.

The request for amendment will be reviewed by the JJAC Grant and Program Subcommittee, JJAC full membership and the Cabinet Secretary. If approved, a request for amendment will be submitted, by the Agency, to the Contract Development Unit for processing.

The services, activities, funds, etc. will not become operational until the amendment is completely executed.

All final amendment requests must be submitted no later than 150 days (March 1st) prior to the end of the fiscal year. Requests submitted after that day may not be accepted or approved.

VI. Data Collection, Maintenance, Reporting, and Surveys

The Contractor shall provide data reports as required by CYFD, corresponding to the activities described in the Scope of Work. Programmatic data reports will be submitted monthly via the CYFD Juvenile Justice Grants Management Provider Portal to the Agency and must accompany the monthly invoice by the 15th of the month. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.

The Survey (short term and long term) shall be provided to youth and staff to complete as each program cycle ends or discharge from the program. Survey results shall be entered into the CYFD Juvenile Justice Grants Management Provider Portal by the Continuum Coordinator, and the hard copy is to be kept on file for auditing purposes. Follow-up with youth after 6 months of program completion by staff to complete long term is required.

VII. Maintenance of Records

As referenced in Article VIII. Maintenance of Records of the current grant Agreement, the Contractor must retain detailed records during the Agreement's term and retain them for a period of three (3) years from the date of the final payment under the Agreement. The records are subject to inspection by the Agency, Department of Finance and Administration and the State Auditor.

The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3 – Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from the Agency, that any specific standard is inapplicable to such Contractor.

VIII. Required Documents

A. Comprehensive Strategic Plan

As per the Agreement's Scope of Work, the Community Advisory Board (CAB) is to develop and improve their Comprehensive Strategic Plan at least annually. A copy of the plan is to be forwarded to the Agency's Grant Manager.

Included as part of this strategic plan, or in a separate document, the CAB is to maintain a plan for sustainability of the programs/services implemented by the CAB. A copy of which must be submitted to the Agency via the CYFD Juvenile Justice Grants Management Provider Portal.

B. Agendas and Minutes

The Agency is to receive notice of each CAB's meeting. Within thirty (30) days of the meeting, a copy of the draft minutes is to be submitted to the Agency via the CYFD Juvenile Justice Grants Management Provider Portal. Once the minutes are approved, a copy must be submitted with thirty (30) days of approval via the CYFD Juvenile Justice Grants Management Provider Portal.

C. Community Advisory Board Membership

The Contractor shall submit, annually at minimum, a complete list of the CAB's Executive Board, General Board, and non-voting membership via the CYFD Juvenile Justice Grants Management Provider Portal. The Grants Management Unit will provide the format for the submission of the membership.

D. Organization Chart

The Contractor shall have, and submit to the Agency upon request, a current and dated organization chart that accurately reflects the staff structure of authority, responsibility, and accountability within the Continuum structure. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the Continuum structure. (CYFD Administrative and Fiscal Standards)

E. Fiscal Policy and Procedures

The Contractor shall have written fiscal policy and procedures. No less than annually, the fiscal policy and procedures shall be submitted to the Agency, with any changes, additions, deletions, etc. dated. (CYFD Administrative and Fiscal Standards)

F. Insurance

The following insurances are required as part of the CYFD Administrative and Fiscal Standards. A copy of the policy(ies) must be submitted to the Agency upon request. (CYFD Administrative and Fiscal Standards)

1. The Contractor shall obtain and maintain, at all times during the term of the Agreement, an Employee Dishonesty Policy covering the activities of the Contractor in the amount of no less than twenty-five percent (25%) of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The Contractor shall obtain and maintain, at all times during the term of the Agreement, a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for

a number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the Contractor within thirty (30) days of the effective date of the current Agreement.

3. The Contractor shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the Contractor, which is furnished or owned by the Agency or in which the Agency has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The Contractor shall name CYFD as an "Additional Insured" with the insurance carrier of the Contractor's liability insurance. A copy of the Contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be submitted to the Agency.

IX. Periodic Program and Fiscal Reviews

As outlined in the Agreement's Scope of Work, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the agreement period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing. (SOW, Duties and Responsibilities, Agency, C.)

The Agency also retains the sole discretion to adjust amounts received under the Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under the Agreement. (SOW, Duties and Responsibilities, Agency, D.3.)

X. Per Diem Reimbursement

Per Diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

XI. Travel

The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds approved under the Agreement. The Agency will provide the required form. Travel by coordinators to and from Agency required meetings and trainings do not have to obtain prior approval as long as the travel is approved in the grant Agreement.

XII. Background Checks

According to Article XXI Background Checks and to comply with NMAC 8.8.3 et. seq., any Contractor, or subcontractor, receiving CYFD funding or reimbursement are required to receive the CYFD background check. There is no minimum hourly requirement for JJAC providers as they are paid or reimbursed using CYFD funds.

When submitting background checks, please have the fiscal agent contact the CYFD Background Check Unit, please use the following means: CYFD.BCU@state.nm.us or (505) 827-7326 for requirements and cost.

The CYFD Background Check Unit's Letter of Eligibility must be in the person's employee file prior to any contact with the youth.

The CYFD eligibility letter, for any position funded by this Agreement, must be submitted to the Agency within fifteen (15) days of receipt. Eligibility is valid until there is an employee break in service.

XIII. Fiscal Year End

A. Final Invoice

The final invoice shall encompass all remaining expenses incurred and paid through June 30th. Once the final invoice is processed, the grant is closed. Expenses incurred within the terms of the Agreement will not be reimbursed on the following fiscal year invoices.

The final invoice shall not reflect an attempt to draw down all remaining funds budgeted in the Agreement. Expenditures that cannot be validated with the required supporting documentation will not be reimbursed.

B. Final Written Report

The Contractor will submit to the Agency a written Final Report prior to the termination of the grant and such other reports deemed necessary by the Agency via the CYFD Juvenile Justice Grants Management Provider Portal. The Final Report is to contain, at minimum, but not restricted to:

1. a year plan for sustainability of programs/services; and
2. accomplishments/milestones achieved during the grant period; and
3. statements regarding achievement, obstacles and progress made regarding performance measures and related outcomes; and
4. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative programs and services.

Original

Invoice

County/City Name 2022
 PO Box 111
 CityName, NM, 11111
 Fiscal Year : 2022

Invoice Date : 2/15/2022
 Invoice No : JJS-0000
 Services Rendered : 1/1/2022 - 1/31/2022

PO # 11111
 CONTRACT # 21-690-3200-11111-01
 CONTRACT DATE: 7/1/2021 - 6/30/2022

Services Rendered	Units	Units Rate	Amount
JJAC - Class - Youth	4.00	\$165.00	\$660.00
JJAC - Class - Adult	4.00	\$165.00	\$660.00
JJAC - Restorative Justice (Circle/Conferencing)	4.00	\$165.00	\$660.00
JJAC - Learning Lab	18.00	\$200.00	\$3,600.00
JJAC - Restorative Justice (Pre/Post)	41.50	\$55.00	\$2,282.50
JJAC - Coordinator	160.00	\$22.00	\$3,520.00

Contract Activity Total :	\$11,382.50
5% Program Support fee as a total :	\$569.13
Adjustment Amount :	\$
Invoice Total :	\$11,951.63
Match :	\$5,742.25

I certify that the above information is true and correct and that payment for service rendered has not been received.

Vendor Signature

Date

We certify that the information in this invoice is true and correct, that the services performed are in accordance with the scope of work in the above referenced contract, and services rendered have not been previously approved.

Program Manager Signature

Date

Appendix B. Budget Adjustment Request (BAR) Form

**CHILDREN, YOUTH and FAMILIES DEPARTMENT
BUDGET, PROGRAM and UNIT ADJUSTMENT FORM**

Adjustment No.: _____ Budget Revision _____
 Date: _____ Program Funds _____
 Match Funds _____
 Grantee Name: _____ County/City _____ Component Adjustment _____
 Contract No.: _____ 20-00000 _____ Project Description Revision _____
 Program Name: _____ Project Schedule Revision _____

* Use only whole numbers

Line Item Appropriation	Existing Budget	Increase	Decrease	Amended Budget
Continuum Coordinator Travel	\$500.00			\$500.00
Youth Committee	\$300.00			\$300.00
Alternatives to Violence Pre Circle Meeting	\$10,000.00			\$10,000.00
Post Circle Meeting	\$10,000.00			\$10,000.00
Circle	\$21,300.00			\$21,300.00
Reception and Assessment Center RAC	\$50,000.00			\$50,000.00
Youth Reporting Group	\$3,120.00			\$3,120.00
Case Management	\$24,000.00			\$24,000.00
Life Skills	\$15,880.00			\$15,880.00
Community Custody Program Case Management	\$50,000.00			\$50,000.00
Totals:	\$185,100.00	0.00	0.00	\$185,100.00

*Cannot Decrease under \$300.00

Justification: _____

Continue on a separate page...

I certify the above is required for efficient program operation Authorized Signature: _____ Title: _____ Date: _____

CHILDREN, YOUTH and FAMILIES DEPARTMENT

Authorized Signature: _____ Title: _____ Approved _____ Date: _____
 _____ Disapproved _____

Revised 6/2019

JJAC Satisfaction Survey - Youth

Program	
Youth ID	
Staff	
Date	

Self-Esteem

*The program helped me feel better about myself.

Agree Stayed Same Disagree Unsure

Family Relationships

*My relationship with my family has improved while in the program.

Agree Stayed Same Disagree Unsure

Perception of Social Support

*I get along better with my friends as a result of being in the program.

Agree Stayed Same Disagree Unsure

School Performance

*My school grades improved while participating in the program.

Agree Stayed Same Disagree Unsure Not Applicable

School Attendance

*My school attendance improved while participating in the program.

Agree Stayed Same Disagree Unsure Not Applicable

School Behavior

*My behavior at school improved while in the program.

Agree Stayed Same Disagree Unsure Not Applicable

Program Experience

*When I started the program, staff explained the details about the organization, services and how to use them.

Yes No Not Applicable

*I received support from the program staff.

Yes No Not Applicable

*I learned new skills while participating in the program.

Agree Stayed Same Disagree Unsure

*I was treated with respect by program staff.

Yes No Not Applicable

*I am satisfied with my involvement in this program.

Yes No Not Applicable

*I would recommend this program to others.

Yes No Not Applicable

Encuesta de Satisfacción de JJAC - Jóvenes

Programa	
Identificación juvenil	
Personal	
Fecha	

Autoestima

*El programa me ayudó a sentirme mejor conmigo mismo.

De acuerdo Igual No de acuerdo Inseguro

Relaciones familiares

*Mi relación con mi familia ha mejorado durante el programa.

De acuerdo Igual No de acuerdo Inseguro

Percepción del apoyo social

*Me llevo bien con mis amigos como resultado de estar en el programa.

De acuerdo Igual No de acuerdo Inseguro

Desempeño escolar

*Mis calificaciones escolares mejoraron mientras participaba en el programa.

De acuerdo Igual No de acuerdo Inseguro

Presencia en la escuela

*Mi presencia en la escuela mejoró mientras participaba en el programa.

De acuerdo Igual No de acuerdo Inseguro

Comportamiento escolar

*Mi comportamiento en la escuela mejoró mientras estaba en el programa.

De acuerdo Igual No de acuerdo Inseguro

Experiencia del programa

*Cuando comencé el programa, el personal me explicó los detalles sobre la organización, los servicios y cómo usarlos.

Sí No No aplicable

*Recibí apoyo del personal del programa.

Sí No No aplicable

*Aprendí nuevas habilidades mientras participamos en el programa.

De acuerdo Igual No de acuerdo Inseguro

*Fui tratado con respeto por el personal del programa.

Sí No No aplicable

*Estoy satisfecho con mi participación en este programa.

Sí No No aplicable

*Recomiendo este programa a otros.

Sí No No aplicable

JJAC Satisfaction Survey - Staff

Program	
Youth ID	
Staff	
Date	

Offend - Short Term

*Did the youth have an arrest or delinquent offense while in the program?

Yes No Not Applicable

*Was the youth committed to a juvenile facility while participating in the program?

Yes No Not Applicable

*Was the youth sentenced to adult prison while participating in the program?

Yes No Not Applicable

*Did the youth receive another sentence while serving in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, did they reoffend or have a delinquent offense while in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, was the youth committed to a juvenile facility while participating in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, was the youth sentenced to adult prison while participating in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, did the youth receive another sentence while serving in the program?

Yes No Not Applicable

*Did the youth complete the program requirements?

Yes No Not Applicable

*Did the youth exit the program satisfactorily?

Yes No Not Applicable

Offend - Long Term

*Did the youth have an arrest or delinquent offense within 6 - 12 months of being in the program?

Yes No Not Applicable

*Was the youth committed to a juvenile facility within 6 - 12 months of being in the program?

Yes No Not Applicable

*Was the youth sentenced to adult prison within 6 - 12 months of being in the program?

Yes No Not Applicable

*Did the youth receive another sentence within 6 - 12 months of being in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, did they reoffend or have a delinquent offense within 6 - 12 months of being in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, was the youth recommitted to a juvenile facility within 6 - 12 months of being in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, was the youth sentenced to adult prison within 6 - 12 months of being in the program?

Yes No Not Applicable

*As a youth who came into the program with an arrest or a delinquent offense, did the youth receive another sentence within 6 - 12 months of being in the program?

Yes No Not Applicable

Gang Activity

*Did the youth exhibit a decrease in gang activity while in the program?

Yes No Not Applicable

*Did the youth exhibit a decrease in gang activity within 6 - 12 months of being in the program?

Yes No Not Applicable

Substance Abuse

*Did the youth exhibit a decrease in substance abuse while in the program?

Yes No Not Applicable

*Did the youth exhibit a decrease in substance abuse within 6 - 12 months of being in the program?

Yes No Not Applicable

Self-Esteem

*Did the youth exhibit an increase in self-esteem while in the program?

Yes No Not Applicable

*Did the youth exhibit an increase in self-esteem within 6 - 12 months of being in the program?

Yes No Not Applicable

Body Image

*Did the youth exhibit an improvement of body image while in the program?

Yes No Not Applicable

*Did the youth exhibit an improvement of body image within 6 - 12 months of being in the program?

Yes No Not Applicable

Family Relationship

*Did the youth exhibit a desired change in family relationships while in the program?

Yes No Not Applicable

*Did the youth exhibit a desired change in family relationships within 6 - 12 months of being in the program?

Yes No Not Applicable

Perception of Social Support

*Did the youth exhibit an improvement in the perception of social support while in the program?

Yes No Not Applicable

*Did the youth exhibit an improvement in the perception of social support within 6 - 12 months of being in the program?

Yes No Not Applicable

School Performance

*Did the youth exhibit an improvement in school performance (grades) while in the program?

Yes No Not Applicable

*Did the youth exhibit an improvement in school performance (grades) within 6 - 12 months of being in the program?

Yes No Not Applicable

School Attendance

*Did the youth exhibit an improvement in school attendance while in the program?

Yes No Not Applicable

*Did the youth exhibit an improvement in school attendance within 6 - 12 months of being in the program?

Yes No Not Applicable

School Behavior

*Did the youth exhibit an improvement in behavior at school while in the program?

Yes No Not Applicable

*Did the youth exhibit an improvement in behavior at school within 6 - 12 months of being in the program?

Yes No Not Applicable

Parent/Family Involvement

*Parent/Family was active in the program.

Yes No Not Applicable

*Parent/Family successfully completed their program requirements/expectations.

Yes No Not Applicable

*Parent/Family was satisfied with their involvement in the program.

Yes No Not Applicable