

Contract ID#21-624-4000-0024

Item #20-0396

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #21-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$304,000.00 as listed in Attachment 2. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Department when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the Parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Department. All invoices **MUST BE** received by the Department no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date will not be paid.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Department finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Department that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the Department shall not incur late charges, interest, or penalties for failure

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to make payment within the time specified herein.

For purchases funded by state or federal grants to the Contractor, if the Contractor has not received the funds from the federal or state funding Department, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding Department.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on **June 30, 2021**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations) or for any other reason allowed by law. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement.

B. Notice; Department Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Department shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Department written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Department's material breaches of this Agreement upon which the termination is based and (ii) state what the Department must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Department does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Department does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Department; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the Department's other legal rights and remedies caused by the Contractor's default/breach of this Agreement.

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D. **Termination Management.** Immediately upon receipt by either the Department or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Department; 2) comply with all directives issued by the Department in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Department shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Department upon termination and shall be submitted to the Department as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Department proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Department and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Department. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Department.

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9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Department, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Department no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Department employee while such employee was or is employed by the Department and participating directly or indirectly in the Department's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

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of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Department's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Department.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Department relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Department if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Department and notwithstanding anything in the Agreement to the contrary, the Department may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Department proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

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understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and 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, the Contractor 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, 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Department.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Department, the Department of Finance and Administration and the State Auditor. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

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If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Department an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department: Aimee Brown
Aging and Long Term Services Department
PO Box 27118
Santa Fe, NM 87502

To the Contractor: City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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EXECUTED AND AGREED TO by signatures below.

By: DocuSigned by:
S. L. Ojinaga
F77C3D8960E44D8
Sam Ojinaga, Deputy Cabinet Secretary
Aging and Long-Term Services Department
Date: 9/2/2020

By: DocuSigned by:
[Signature]
A2665B1282B4421
Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency
Date: 9/2/2020

By: DocuSigned by:
Valerie Garcia
EAQDC811CDA94BD
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department
Date: 9/1/2020

City of Santa Fe:
By: [Signature]
Mayor, Alan M. Webber
Date: Aug 19, 2020

Attest:
Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
Date: Aug 19, 2020
GB Mtg 08/12/20

City Attorney's Office:
Marcos Martinez
Marcos Martinez (May 28, 2020 11:43 AM)
Senior Assistant City Attorney
Date: May 28, 2020

Approved for Finances:
Mary McCoy
Mary McCoy, Finance Director
Date: Aug 18, 2020

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ATTACHEMENT 1

SCOPE OF WORK

ALTSD Contract # 21-624-4000-0024

Between

**New Mexico Aging & Long-Term Services Department and
CITY OF SANTA FE**

A. SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program, the Senior Companion Program, and the RSVP. Descriptions and authorizations for the Services are set forth, below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home and contributing to the community.

1. Services provided for under this Contract are as follows:

- a. **The Foster Grandparent Program (FGP)** is authorized under Title II, Part B, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental or emotional problems of children, less than 21 years of age, with special or exceptional needs.
- b. **The Senior Companion Program (SCP)** is authorized under Title II, Part C, of the Domestic Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to older adults with health and functional limitations to enable them to remain as independent as possible in their own homes.

Both the **Foster Grandparent Program (FGP)** and the **Senior Companion Program (SCP)** engage persons aged 55 and older, particularly those with limited incomes, in volunteer service to meet critical community needs and provide a high quality experience to enrich the lives of the volunteers.

- c. **RSVP** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. RSVP is authorized under Title II, Part A, of the Domestic

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Volunteer Service Act of 1973, as amended (Public Law 93-113). The purpose of the program is to provide opportunities for persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

The Contractor shall be responsible for the provision of Services as follows:

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.
2. **SCP** volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.
3. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in: Santa Fe County; which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

1. Program Requirements:

- a. The Contractor must be designated as an official Senior Corps program through the federal Corporation for National and Community Service (CNCS) in the designated Service Area.
- b. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.
- c. The Contractor shall comply with all current rules and regulations pursuant to the Laws of the State of New Mexico (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and CNCS federal statutes, regulations and guidelines applicable to each of the Services.
- d. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to: management, supervision, service provision coordination, accounting, data collection and reporting.
- e. The Contractor shall be responsible for outreach, recruitment and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health

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care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

- f. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and activities by which each volunteer will be measured as well as documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of a volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.
- g. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees, as mandated by CNCS prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.
- h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by CNCS program guidelines as required in the federal program regulations.
- i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers in accordance with the CNCS program handbook. The Contractor shall provide to the Department all CNCS required paperwork and forms within 5 days of the Department's written request.
- j. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the CNCS program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit but in no event less than one time a year, without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition events and attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

- a. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

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- b. The Contractor shall submit to the Department on a monthly basis a Request for Reimbursement and Service Data Report (Request for Reimbursement) utilizing the form provided by the Department. The Request for Reimbursement shall be due the 12th day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as required by the Department each year. Every third monthly Request for Reimbursement must reflect at least the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All Requests for Reimbursement must include supporting documentation from the entity's accounting system, as well as a year-to-date data report capturing all Services provided for through the previous month.
- c. The Contractor shall submit to the Department, as required by the Department at its sole discretion, any Budget Adjustment Request(s) (BARs) for review and approval. BARs may not be submitted to the Department after March 31st.

3. Performance Measures/ Reporting Requirements:

- a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using a standardized reporting template provided by the Department. The due dates for the reports are as follows:
 - 1. February 1st for the period July 1–December 31**
 - 2. August 1st for the period January 1– June 30**
- b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the Department. Each report is due no later than the 25th of the month following the end of the quarter for which data is being reported.
- c. The Contractor shall submit a copy of the current Progress Report Supplement for funded program(s) as required by CNCS to the Department by December 1.
- d. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

- I. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, at the sole discretion of the Department, to evaluate progress, identify

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best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies.

2. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, and which may include desk reviews of fiscal and programmatic documentation, and may include on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Department shall provide the Contractor with the monitoring tools to be used prior to the review. The Contractor shall cooperate with Department staff in the monitoring process by granting reasonable access to the Contractor's program and fiscal records (both electronic and hard copy). The Contractor shall provide records and/or access to Department staff within 15 business days of any written request from the Department, unless an extension is granted by the Department.
3. The Department shall disburse funding to the Contractor, upon receipt of complete and accurate monthly activity reports and invoices. The Department shall determine at its sole discretion whether a report is sufficiently complete and accurate to permit disbursement of funds.
4. Department staff shall review and certify at its sole discretion all Contractor requests for payment.
5. The Contractor authorizes the Department, the federal government or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state or federal government terms and/or to evaluate the Contractor's performance.

5. SERVICE PROVISION

1. The Department has adopted the CNCS Volunteer Program Handbook based on federal regulations for each respective program as the operating standards for state funded projects. The Services are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. Volunteer stipends are paid at \$3.00 per hour. RSVP does not provide stipends or allowance to volunteers.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of Monthly Requests for Reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

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- a. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 18 VSY's in schools, childcare centers and other congregate settings for children in Santa Fe County, to provide a minimum of 18,792 hours of service during the contract period.

The goals of FGP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

- b. **SCP:** Recruit and place a minimum of 34 VSYs in the homes of frail and disabled elders in Santa Fe County, to provide a minimum of 35,496 hours of service during the contract period.

The goals of SCP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

- c. **RSVP:** Recruit and place a minimum of 400 volunteers in community placements in Santa Fe County, to provide a minimum of 100,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

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ATTACHMENT 2

BUDGET

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CITY OF SANTA FE

Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract is to provide funding for FY21 as follows:

| PROGRAM | AMOUNT |
|----------------------------|---------------|
| Foster Grandparent Program | \$85,639.00 |
| Senior Companion Program | \$161,461.00 |
| RSVP | \$56,900.00 |

The total amount payable under this Contract shall not exceed \$304,000.00.

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County.

For Official Use Only

Notice of Grant Award

Corporation for National and Community Service
 601 Walnut Street, Suite 876 E
 Philadelphia, PA 19106-3323

Foster Grandparent Program**Grantee**

City of Santa Fe
 1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168
 DUNS: 069420818

Award Information

| | | | |
|----------------|------------|---------------------|-------------------------|
| Agreement No.: | 20SFWNM006 | Performance Period: | 07/01/2020 - 06/30/2023 |
| Amendment No.: | 0 | Budget Period: | 07/01/2020 - 06/30/2021 |
| CFDA No.: | 94.011 | Grant Year: | 1 |

Award Description

This award funds the approved 2020-21 FGP program. Your 2020-21 statutory match is waived and your budgetary match is 86.9%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

| Year 1 | Previously Awarded This Year | This Award/ Amendment | Total Current Year |
|--|------------------------------------|--------------------------|-----------------------|
| Total Obligated by CNCS | \$0 | \$31,902 | \$31,902 |
| Grantee's Unobligated Balance (Carryover) | \$0 | \$0 | \$0 |
| Total Available | \$0 | \$31,902 | \$31,902 |

Cumulative Funding for Project Period

| | |
|--------------------------------------|----------|
| Total Awarded in Previous Amendments | \$0 |
| Total CNCS Funds Awarded to Date | \$31,902 |

Funding Source and Amount

| | |
|-------------------------------|-------------|
| 2020--OPEI-P71-OPO-26000-4115 | \$26,075.00 |
| 2020--OPEI-P71-OPO-26000-4123 | \$1,827.00 |
| 2020--OPEI-P71-OPO-26000-4124 | \$4,000.00 |

Special Conditions

Per OMB memo M-20-17 your single audit for the fiscal year ending 06/30/2019 due on 03/30/2020 must be submitted to the FAC by 9/30/2020. Failure to do so by this date may result in your funds being placed on manual hold.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020SCPFPGPPProgramSpecific50820200219.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and

For Official Use Only

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Senior Companion Program

Grantee

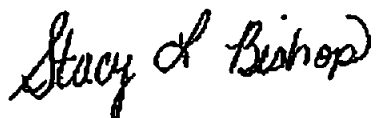
City of Santa Fe

EIN: 856000168

1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

DUNS: 069420818

Corporation for National and Community Service:

 06/02/2020

Signature

Award Date

Stacy Bishop

Senior Grants Officer

Daisy Gallardo

Grants Officer

Daisy Gallardo

Program Officer

City of Santa Fe

Legal Applicant

Melanie M. Montoya

Project Director

Melanie M. Montoya

Certifying Official/Executive Officer

For Official Use Only

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Senior Companion Program****Grantee**

City of Santa Fe

1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168

DUNS: 069420818

Award Information

| | | | |
|----------------|------------|---------------------|-------------------------|
| Agreement No.: | 20SCWNM009 | Performance Period: | 07/01/2020 - 06/30/2023 |
| Amendment No.: | 0 | Budget Period: | 07/01/2020 - 06/30/2021 |
| CFDA No.: | 94.016 | Grant Year: | 1 |

Award Description

This award funds the approved 2020-21 SCP program. Your 2020-21 statutory match is waived and your budgetary match is 96.7%.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

| Year 1 | Previously Awarded This Year | This Award/ Amendment | Total Current Year |
|--|------------------------------------|--------------------------|-----------------------|
| Total Obligated by CNCS | \$0 | \$7,289 | \$7,289 |
| Grantee's Unobligated Balance (Carryover) | \$0 | \$0 | \$0 |
| Total Available | \$0 | \$7,289 | \$7,289 |

Cumulative Funding for Project Period

| | |
|--------------------------------------|---------|
| Total Awarded in Previous Amendments | \$0 |
| Total CNCS Funds Awarded to Date | \$7,289 |

Funding Source and Amount

| | |
|-------------------------------|------------|
| 2020--OPE1-P77-OPO-26000-4123 | \$3,289.00 |
| 2020--OPE1-P77-OPO-26000-4124 | \$4,000.00 |

Special Conditions

Per OMB memo M-20-17 your single audit for the fiscal year ending 06/30/2019 due on 03/30/2020 must be submitted to the FAC by 9/30/2020. Failure to do so by this date may result in your funds being placed on manual hold.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020SCPFPGPPProgramSpecific50820200219.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

For Official Use Only

Notice of Grant Award

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Retired and Senior Volunteer Program

Grantee

City of Santa Fe

1121 Alto Street PO Box 909 Santa Fe NM 87504-0909

EIN: 856000168

DUNS: 069420818

Corporation for National and Community Service:

Debra M. Briddell

Senior Grants Officer

Melanie M. Montoya

Project Director

Daisy Gallardo

Grants Officer

Eugene Rinaldi

Certifying Official/Executive Officer

Daisy Gallardo

Program Officer

For Official Use Only

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Retired and Senior Volunteer Program****Grantee**City of Santa Fe
1121 Alto Street PO Box 909 Santa Fe NM 87504-0909EDN: 856000168
DUNS: 069420818**Award Information**

| | | | |
|----------------|------------|---------------------|-------------------------|
| Agreement No.: | 20SRWNM003 | Performance Period: | 04/01/2020 - 03/31/2023 |
| Amendment No.: | 0 | Budget Period: | 04/01/2020 - 03/31/2021 |
| CFDA No.: | 94.002 | Grant Year: | 1 |

Award Description

This grant award begins the 1st year of your proposed project performance. This grant award provides 12 months of funding beginning on 4/1/2020 through 3/31/2021.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

| Year 1 | Previously Awarded This Year | This Award/ Amendment | Total Current Year |
|--|------------------------------------|--------------------------|-----------------------|
| Total Obligated by CNCS | \$0 | \$47,500 | \$47,500 |
| Grantee's Unobligated Balance (Carryover) | \$0 | \$0 | \$0 |
| Total Available | \$0 | \$47,500 | \$47,500 |

Cumulative Funding for Project Period

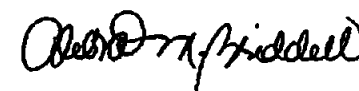
| | |
|--------------------------------------|----------|
| Total Awarded in Previous Amendments | \$0 |
| Total CNCS Funds Awarded to Date | \$47,500 |

Funding Source and Amount

| | |
|-------------------------------|-------------|
| 2020--OPEI-P74-OPO-26000-4110 | \$47,500.00 |
|-------------------------------|-------------|

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020GeneralTC20200505508.pdf> and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020RSVPPProgramSpecific50820200218.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

 03/20/2020

Signature Award Date

City of Santa Fe

Legal Applicant



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 320192

Contractor: State of New Mexico- Aging and Long Term Services Department

Description: Administer the Senior Volunteer Programs- Foster Grandparent Program, Senior Companion Program, and the Retired Senior Volunteer Program

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: 07/01/20

Term End Date: 06/30/20

☐ Approved by Council

Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
The City of Santa Fe, Division of Senior Services has been receiving grant funds from the State of New Mexico over 20+ years to administer the Senior Volunteer Programs.

3. Procurement History: _____

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source: State of New Mexico

Org / Object: 2410116/490240

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Melanie Montoya

Phone # 505-955-4761

Email: mmmontoya@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: _____

Description: _____

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History:

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source:

Org / Object: _____

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 08/03/2020
FOR CITY COUNCIL MEETING OF 08/12/20

d) Request for Approval of State of New Mexico, Aging and Long Term Services Department Intergovernmental Agreement (Grant) in the Amount of \$304,000 for the Senior Volunteer Programs: Foster Grandparent Program, Senior Companion Program and the Retired Senior Volunteer Program. (Melanie Montoya, Program Manager, mmmontoya@santafenm.gov, 955-4761).

COMMITTEE REVIEW

Finance Committee (Scheduled) 08/03/2020

Governing Body (Scheduled) 08/12/2020

FINANCE COMMITTEE ACTION:

Approved on Consent.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

| VOTE | FOR | AGAINST | ABSTAIN |
|---------------------------|------------|----------------|----------------|
| CHAIRPERSON ABEYTA | X | | |
| COUNCILOR LINDELL | X | | |
| COUNCILOR ROMERO-WIRTH | X | | |
| COUNCILOR VILLARREAL | X | | |
| COUNCILOR CASSUTT-SANCHEZ | X | | |

| ACTION SHEET PUBLIC WORKS AND PUBLIC UTILITIES COMMITTEE MEETING OF 06/22/2020 | |
|---|--|
| ISSUE NO. 7D Request for Approval of State of New Mexico, Aging and Long Term Services Department Intergovernmental Agreement (Grant) in the Amount of \$304,000 for the Senior Volunteer Programs: Foster Grandparent Program, Senior Companion Program and the Retired Senior Volunteer Program. (Melanie Montoya, Program Manager, mmmontoya@santafenm.gov, 955-4761). COMMITTEE REVIEW Finance Committee (Scheduled) 07/20/2020 Governing Body (Scheduled) 07/29/2020 | |
| PUBLIC UTILITIES COMMITTEE ACTION: Pulled by Councilor Garcia, Moved by Councilor Lindell, 2 nd by Councilor Abeyta to forward to 7/20/2020 Finance Committee | |
| SPECIAL CONDITIONS OR AMENDMENTS: | |
| STAFF FOLLOW UP: | |

| VOTE: | FOR | AGAINST | ABSTAIN |
|-------------------------|-----|---------|---------|
| COUNCILOR RIVERA, CHAIR | X | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | X | | |
| COUNCILOR VIGIL COPPLER | X | | |

City of Santa Fe, New Mexico

memo

Date: June 8, 2020

To: City Council
Finance Committee
Public Works Committee

Via: Kyra Ochoa, Community Svcs. Dept. Director *KO*
Gino Rinaldi, Division of Senior Svcs. Director *GR*

From: Melanie M. Montoya, Program Manager *MM*

Subject: Request Approval of Grant Contract – State of New Mexico,
Aging & Long Term Services Department
a. Foster Grandparent Program
b. Retired Senior Volunteer Program
c. Senior Companion Program

Item & Issue:

Request approval and acceptance of the State of New Mexico, Aging & Long Term Services Department Contract and Notice of Grant Awards for the Division of Senior Services' Foster Grandparent Program, Retired Senior Volunteer Program, and Senior Companion Program (all Senior Volunteer Program org code 2410116). These documents reflect annualized appropriations of federal and/or state funding for fiscal year 2020-2021, beginning July 1, 2020. Please note that this process is an annual formality. Listed is a breakdown of amounts received per program from the federal (Corporation for National and Community Services) and state (Aging and Long Term Services Department) agencies:

| Program | Federal | State | Total |
|----------------------------------|-----------------|------------------|------------------|
| Foster Grandparent Program | \$1,902 | \$5,639 | \$117,541 |
| Retired Senior Volunteer Program | \$7,500 | \$6,900 | \$104,400 |
| Senior Companion Program | \$7,289 | \$161,461 | \$168,750 |
| Total | \$86,691 | \$304,000 | \$390,691 |

For your reference, our Foster Grandparent Program provides opportunities for our senior volunteers to assist children (with special and/or exceptional needs) in classrooms or Head Starts. Our Senior Companion Program arranges for active seniors to visit and assist frail, homebound elderly clients in their homes, helping them avoid expensive institutionalization.

Our Retired Senior Volunteer Program recruits and provides meaningful volunteer opportunities for senior volunteers to help others by sharing their experience, knowledge and efforts. RSVP volunteers work in food distribution sites, soup kitchens, nursing homes, hospitals, libraries, senior centers, shelters, etc.

Recommended Action:

We are requesting your acceptance of these funds. Thank you for your favorable consideration of this request. If you have any questions or require additional information, please call me at extension 4761.

Signature: *Geralyn Cardenas*
Geralyn Cardenas (Aug 19, 2020 08:20 MDT)

Email: gfcardenas@santafenm.gov











GB SENIORS 20-0396 State of NM Aging and Long-Term Services Department - not executed


Final Audit Report

2020-08-19

| | |
|-----------------|---|
| Created: | 2020-08-17 |
| By: | YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAANIuZEb4WV54C2LVn2fHuKN5E7th5QbMH |

"GB SENIORS 20-0396 State of NM Aging and Long-Term Services Department - not executed" History


-  Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-17 - 9:42:47 PM GMT- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature
2020-08-17 - 9:47:04 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)
2020-08-18 - 10:09:09 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
Signature Date: 2020-08-18 - 11:10:15 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2020-08-18 - 11:10:17 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2020-08-19 - 2:18:43 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2020-08-19 - 2:20:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2020-08-19 - 2:20:32 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2020-08-19 - 2:32:31 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2020-08-19 - 2:33:01 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature


2020-08-19 - 2:33:03 PM GMT

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2020-08-19 - 2:37:08 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-08-19 - 2:37:35 PM GMT - Time Source: server- IP address: 63.232.20.2

 Signed document emailed to Alan Webber (amwebber@santafenm.gov), YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Mary McCoy (mtmccoy@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), and 2 more

2020-08-19 - 2:37:35 PM GMT