






City of Santa Fe, New Mexico


Memorandum



DATE: August 24, 2023

TO: Quality of Life Committee
Finance Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director 
Maria Sanchez Tucker, Community Services Director 
Manuel Sanchez, Division of Senior Services Director 

FROM: Theresa Trujillo, Program Manager 

ITEM AND ISSUE:

Request for the Approval of Fiscal Year 2024 Corporation for National and Community Service Grant Agreement Numbers 23SRDNM003 in the Total Amount of \$37,500.000 for Retired Senior Volunteer Programs, Term Ending March 31, 2024; Theresa Trujillo, Volunteer Program Manager tptujillo@santafenm.gov, 505-955-4745.

BACKGROUND AND SUMMARY:

The Senior Services Department is requesting the approval of the Federal Grant Agreement with the Corporation for National and Community Service for the Retired Senior Volunteer Program. The attached Notice of Grant Award reflects the Fiscal Year 2024 awarded appropriation for the Retired Senior Volunteer Program in the amount of \$37,500.00.

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, hospitals, libraries, senior centers, shelters, etc.

CONTRACT NUMBER:

The FY24 Munis contract number is
Grant # 23SRDNM003 Project Ledger # (RSVP) COM2424104

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Senior Citizens Grant/Fund 241

Munis Org Name/Number: Senior Volunteer Programs/2410116

Munis Object Name/Number: US Department of Health and Human Services - 490510 (revenue)/TBD (expenses)

ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

Procurement Title: AGREEMENT #23SRDNM003 (RSVP)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☒ Contract over 60K ☐

Department Requesting Community H & S/Seniors Staff Name Theresa Trujillo

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

| | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Theresa Trujillo Program Manager 07/05/2023

Department Rep Printed Name (attesting that all information included) Title Date

Chief Procurement Officer Dec 6, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): _____

Contractor: CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

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

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 07/01/2023 Term End Date: 03/31/2024 Total Contract Amount: \$37,500.00

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: CNCS #23SRDNM003

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) 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 Federal grant funds from the Corporation for National and Community Service for over 20 years to administer the Senior Volunteer Programs.

3. Procurement History: _____

Purchasing Officer Review: _____

Dec 6, 2023

Date: _____

Comment & Exceptions: grant

4. Funding Source: US HHS - 40510 Org / Object: 2410116/Various

Andy Hopkins
Andy Hopkins (Dec 6, 2023 10:56 MST)

Dec 4, 2023

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: Cheryl James

Date Nov 27, 2023

Staff Contact who Completed This Form: Theresa Trujillo

Phone #: 505-955-4745

To be recorded by City Clerk: _____

Email: ttrujillo@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

| | |
|---------------------------------------|--|
| Log # (Finance use <u>only</u>): | |
| Journal # (Finance use <u>only</u>): | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME Community Health and Safety/Senior Services | | | | | DATE 9/18/2023 | |
|---|---------|--------|------------|------------------------------|------------------------------|--|
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| | | | | (enter as <u>positive</u> #) | (enter as <u>negative</u> #) | |
| Operating Supplies | 2410116 | 530200 | COM2424104 | 340.00 | | |
| Food | 2410116 | 530400 | COM2424103 | 816.00 | | |
| Uniform Clothing & Linen | 2410116 | 530500 | COM2424101 | 1,100.00 | | |
| Software Subscriptions | 2410116 | 530710 | COM2424104 | 44.00 | | |
| Gasoline | 2410116 | 531000 | COM2424101 | 350.00 | | |
| Gasoline | 2410116 | 531000 | COM2424103 | 350.00 | | |
| Gasoline | 2410116 | 531000 | COM2424104 | 446.00 | | |
| Misc. Insurance Prem | 2410116 | 555860 | COM2424104 | 642.00 | | |
| In State Per Diem | 2410116 | 560250 | COM2424103 | 922.00 | | |
| In State Transportation | 2410116 | 560550 | COM2424103 | 23,417.00 | | |
| Advertising | 2410116 | 561850 | COM2424104 | 2,924.00 | | |
| Recognition | 2410116 | 562850 | COM2424104 | 2,133.00 | | |
| Recruitment | 2410116 | 562900 | COM2424103 | 499.00 | | |
| Stipends | 2410116 | 562975 | COM2424103 | | (24,863) | |
| REVENUES | | | | (enter as <u>negative</u> #) | (enter as <u>positive</u> #) | |
| NM Agency on Aging | 2410116 | 490240 | COM2424101 | (1,450) | | |
| NM Agency on Aging | 2410116 | 490240 | COM2424103 | (1,141) | | |
| NM Agency on Aging | 2410116 | 490240 | COM2424104 | (6,529) | | |
| JUSTIFICATION: (use additional page if needed) - Attach supporting documentation/memo | | | | \$ 24,863 | \$ (24,863) | |

| | | |
|---|---|----------------------------------|
| New Mexico Aging and Long Term Services Senior Volunteer Programs increase and object funding corrections/adjustment. | (Complete section below if BAR results in a net change to ANY Fund) | |
| | Fund(s) Affected | Fund Balance Increase/(Decrease) |
| | | |
| | | |
| | TOTAL: | 0 |

| | | | | |
|---|--------------------------------------|--|---|--------------------------------------|
| Manuel Sanchez Prepared By (print name) Division Director Signature (optional) Maria Tucker Department Director Signature | 9/18/2023 Date 9/22/23 Date | (Use this form for Finance Committee/ City Council agenda items ONLY) CITY COUNCIL APPROVAL City Council Approval Date <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> Agenda Item #: <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> | Andy Hopkins Andy Hopkins (Sep 25, 2023 12:35 MDT) Budget Officer Finance Director (≤ \$5,000) John Blair John Blair (Dec 20, 2023 22:58 MST) City Manager (≤ \$60,000) | Date Date Date Date Date |
|---|--------------------------------------|--|---|--------------------------------------|

Dec 20, 2023



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 0705 / 28

Project Title: RETIRED SENIOR VOLUNTEER PROGRAM (RSVP)

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: COM.H & S SRS. 100/241 Project Manager: THERESA TRUJILLO Ext: 4745

Project Date Range: 07/01/2023 to 06/30/2024 ☐ Create Fixed Asset

Project ID: COM2424104

Grant ID: F2403/S2406

Approved By: BSG/
(Finance Use Only)

☒ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: STATE:ALTSO GRANT AGREEMENT NMAOA % of Funding: 31.5%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: \$58,607.00

Funding Source: FEDERAL:CORPORATION FOR NATINAL & COMMUNITY SERVICE UUS HSS % of Funding: 20.2%

MUNIS ORG: 2410116 MUNIS OBJ: 490510 Awarded Amount: \$37,500.00 JULY23-MAR23

Expense String Phase: LOCAL:\$89,852.85 MUNIS ORG: 2410116 TOTAL:\$185,959.85 % OF FUND 48.3%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED MUNIS ORG: 2410116 MUNIS OBJ: SEE ATTACHED SHEET

Grants Only (list all grants if applicable):

Grantor Name: STATE:ALTSO I-G AGREE. 24-624-4000-0024 Awarded Amount: \$313,120.00

AR Charge Code: 2410 16 .00 20

☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: AT: IG 24-624-4000-0024 Federal CFDA (if applicable): 94.002

Grantor Name: FEDERAL-CNCS 23SRDNM003 Awarded Amount: \$37,500.00

AR Charge Code: 2410116.490510

☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: FED A# 23SRDNM003 Federal CFDA (if applicable): 94.002

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation

Notice of Grant Award**Corporation for National and Community Service**

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Retired and Senior Volunteer Program**Grantee**

City of Santa Fe
200 Lincoln Ave Santa Fe NM 87504-1904

EIN: 856000168
UEI: QLN2YKMMJ8X6

Award Information

| | | | |
|----------------|------------|---------------------|-------------------------|
| Agreement No.: | 23SRDNM003 | Performance Period: | 07/01/2023 - 03/31/2026 |
| Amendment No.: | 1 | Budget Period: | 07/01/2023 - 03/31/2026 |
| CFDA No.: | 94.002 | Grant Year: | 1 |

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 | \$37,500 | \$0 | \$37,500 |
| Grantee's Unobligated Balance (Carryover) | \$0 | \$0 | \$0 |
| Total Available | \$37,500 | \$0 | \$37,500 |
| Cumulative Funding for Project Period | | | |
| Total Awarded in Previous Amendments | | | \$37,500 |
| Total CNCS Funds Awarded to Date | | | \$37,500 |

Funding Source and Amount

Not applicable to this award.

Special Conditions

Within 90 days of receipt of this award, the grantee must submit their FY2021 and FY 2022 Single Audits to the Federal Audit Clearinghouse and send a copy to their Portfolio Manager. Grant funds will be subject to manual hold if the audit is not submitted by 9/30/2023.

Award Description

The purpose of this amendment is to correct the end date from 6/30/2026 to 3/31/2026. All other terms and conditions of this award remain the same.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://www.americorps.gov/sites/default/files/document/FY2023-General-Terms-Conditions-508-20221028.pdf> and the Program Terms and Conditions found at 2023 Terms and Conditions for Retired and Senior Volunteer Program (RSVP) Grants ([americorps.gov](https://www.americorps.gov)). Recipient also agrees to comply with assurances and certifications made in the grant application, supporting documents, and with applicable federal statutes, regulations and guidelines.

Corporation for National and Community Service:

Notice of Grant Award

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Retired and Senior Volunteer Program

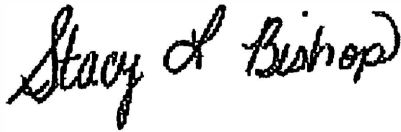
Grantee

City of Santa Fe
200 Lincoln Ave Santa Fe NM 87504-1904

EIN: 856000168
UEI: QLN2YKMMJ8X6

Award Information

| | | | |
|----------------|------------|---------------------|-------------------------|
| Agreement No.: | 23SRDNM003 | Performance Period: | 07/01/2023 - 03/31/2026 |
| Amendment No.: | 1 | Budget Period: | 07/01/2023 - 03/31/2026 |
| CFDA No.: | | Grant Year: | 1 |

 07/14/2023

City of Santa Fe
Legal Applicant

Signature Award Date

Stacy Bishop
Senior Grants Officer

Anya Alarid
Project Director

Daisy Gallardo, 202-815-4248
Grants Officer

Cheryl James
Certifying Official/Executive Officer

Katie Klitgaard
Program Officer

Santa Fe City RSVP**City of Santa Fe**


Application ID: 23SR258752

Budget Dates: 07/01/2023 - 03/31/2026

| | Total Amt | CNCS Share | Grantee Share | Excess Amount |
|--|------------------|-----------------|------------------|---------------|
| Section I. Volunteer Support Expenses | | | | |
| A. Project Personnel Expenses | 71,693 | 17,467 | 54,226 | 0 |
| B. Personnel Fringe Benefits | 3,223 | 387 | 2,836 | 0 |
| FICA | 5,485 | 365 | 5,120 | 0 |
| Health Insurance | 18,869 | 3,804 | 15,065 | 0 |
| Retirement | 15,531 | 428 | 15,103 | 0 |
| Life Insurance | 0 | 0 | 0 | 0 |
| Total | \$43,108 | \$4,984 | \$38,124 | \$0 |
| C. Project Staff Travel | | | | |
| Local Travel | 446 | 446 | 0 | 0 |
| Long Distance Travel | 0 | 0 | 0 | 0 |
| Total | \$446 | \$446 | \$0 | \$0 |
| D. Equipment | | | | |
| E. Supplies | 900 | 393 | 507 | 0 |
| F. Contractual and Consultant Services | 2,850 | 2,626 | 224 | 0 |
| I. Other Volunteer Support Costs | 750 | 0 | 750 | 0 |
| Criminal Background Check | 185 | 80 | 105 | 0 |
| Total | \$935 | \$80 | \$855 | \$0 |
| J. Indirect Costs | | | | |
| Section I. Subtotal | \$119,932 | \$25,996 | \$93,936 | \$0 |
| Section II. Volunteer Expenses | | | | |
| A. Other Volunteer Costs | 788 | 214 | 574 | 0 |
| Meals | 450 | 0 | 450 | 0 |
| Uniforms | 0 | 0 | 0 | 0 |
| Insurance | 3,166 | 1,625 | 1,541 | 0 |
| Recognition | 8,250 | 2,663 | 5,587 | 0 |
| Volunteer Travel | 16,259 | 7,002 | 9,257 | 0 |
| Total | \$28,913 | \$11,504 | \$17,409 | \$0 |
| Section II. Subtotal | \$28,913 | \$11,504 | \$17,409 | \$0 |
| Budget Totals | \$148,845 | \$37,500 | \$111,345 | \$0 |
| Funding Percentages | | 25.20% | 74.80% | |
| Required Match | | 30.00% | | |
| # of years Receiving CNCS Funds | | 21 | | |

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

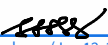
CITY OF SANTA FE:


Alan Webber (Jan 12, 2024 09:59 MST)

ALAN WEBBER, MAYOR

DATE: Jan 12, 2024

ATTEST:


Geraldyn Cardenas (Jan 12, 2024 10:06 MST)

CITY CLERK 


GB MTG 01/10/2024

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Jul 20, 2023 09:13 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:


Emily K. Oster (Dec 16, 2023 22:35 MST)

EMILY OSTER, FINANCE DIRECTOR

2410116/490510 
AH

ORG/OBJECT

FY 2023 GENERAL GRANT AND COOPERATIVE AGREEMENT TERMS AND CONDITIONS

By accepting funds under this award from AmeriCorps (AmeriCorps is the operating name for the Corporation for National Service), the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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I. CHANGES FROM THE 2022 GENERAL TERMS AND CONDITIONS

- A. Section III.F.: Updated to reflect National Service Criminal History Check Requirements enacted in 2021.
- B. Section III.H.: Updated Recognition of AmeriCorps Support to reflect current requirements.
- C. Section III.I.: Updated to include the Office of Inspector General's new web-based portal to report Fraud, Waste, and Abuse.

II. GOVERNING AUTHORITIES

A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and AmeriCorps' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and AmeriCorps' implementing regulations, as applicable.

B. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations. 2 CFR Part 200, and the August 2020 amendments thereto are incorporated into these terms and conditions by reference.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program-Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these AmeriCorps' General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program-Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) AmeriCorps Program Specific Terms and Conditions, (e) AmeriCorps General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

III. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of AmeriCorps. The recipient is accountable to AmeriCorps for its operation of the program and the use of AmeriCorps award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of AmeriCorps on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to AmeriCorps.
2. **Subawards.** If authorized by law and permitted by AmeriCorps, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.332 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR §200.208, § 200.332, § 200.339, and 2 CFR Part 200 Subpart F.

3. **Notice to AmeriCorps.** The recipient will notify the appropriate AmeriCorps Portfolio Manager immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the AmeriCorps Portfolio Manager about the corrective action taken or contemplated

by the recipient and any assistance needed to resolve the situation. Recipients must also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. I.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).
3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi- annually through AmeriCorps' eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. As part of closing out individual awards, recipients must submit a quarterly report to PMS and ensure it reconciles to the drawn amount and FFR in eGrants as applicable within 120 days of the end of the project period. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, AmeriCorps may randomly select recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). AmeriCorps expects recipients' and subrecipients' financial*

management systems to be able to produce those supporting reports on a routine basis.

4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.334-200.338 and §200.332(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 - Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) - provides an exhaustive list of those other items requiring AmeriCorps' advance approval.

D. BANKRUPTCY

The recipient must notify AmeriCorps if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of AmeriCorps funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in AmeriCorps' Program Specific Terms and Conditions and in other guidance.

F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. On February 24, 2021, AmeriCorps published a new NSCHC regulation that went into effect May 1, 2021. See 45 CFR §§ 2540.200-2540.207 and National Service Criminal History Checks for complete information and FAQs. The regulation requires recipients to conduct and document NSCHCs on specific individuals. Refer to 45 CFR §§ 2540.200-2540.201 for the list of entities and individuals required to comply with NSCHC. The NSCHC must be conducted, reviewed, and an eligibility determination made by the grant recipient based on the results of the NSCHC no later than the day before a person begins to work or serve on an NSCHC-required grant. An individual is ineligible to work or serve in a position specified in 45 CFR § 2540.201(a) if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless AmeriCorps has provided a recipient with a written waiver, recipients must perform the following checks for each individual in a position specified in 45 CFR § 2540.201(a):

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. A name- or fingerprint-based check of the state criminal history record repository or agency-designated alternative for the person's state of residence and state where the person will serve/work; and
3. A fingerprint-based FBI criminal history check through the state criminal history record repository or agency-approved vendor.

One way for grant recipients or subrecipients to obtain and document the required components of the NSCHC is through the use of agency-approved vendors.

Recipients and subrecipients must retain adequate documentation that they completed all required components of the NSCHC specified in 45 CFR §§ 2540.200-2540.207. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions which may include disallowance of costs.

G. THE OFFICE OF INSPECTOR GENERAL

AmeriCorps' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of AmeriCorps' programs and operations. Based on the results of these audits, reviews, and investigations, the OIG

recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in AmeriCorps' programs and operations.

The OIG conducts and supervises audits of AmeriCorps recipients, as well as legally required audits and reviews. The legally required audits include evaluating AmeriCorps' compliance with the Payment Integrity Information Act of 2019, which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from AmeriCorps management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with AmeriCorps requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

H. RECOGNITION OF AMERICORPS SUPPORT

1. **General Statement.** Recipients and subrecipients of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps or AmeriCorps Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to AmeriCorps programs and initiatives must explicitly state that the program is an AmeriCorps or AmeriCorps Seniors program.

Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects or initiatives as either AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers or where appropriate for Volunteer Generation Fund simply "volunteers."

2. **Visual Representations and Prominent Display.** Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide recipients technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which

recipients and subrecipients should refer and follow. The brand guidelines are available at [Communication resources | AmeriCorps](#).

All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps recipient or funded by a grant from AmeriCorps and shall prominently display the AmeriCorps or AmeriCorps Seniors logo. Logo graphics should be embedded with a link back to the [AmeriCorps.gov](#) home page (referral link) or to an AmeriCorps program-specific web page at [AmeriCorps.gov](#). Recipients and subrecipients shall prominently display the AmeriCorps, AmeriCorps Seniors, or appropriate AmeriCorps Day of Service name and logo on all service gear and public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

3. **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps or AmeriCorps Seniors logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

This material is based upon work supported by AmeriCorps under Grant No(s) []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."

4. **Brand Identification through Publicity.** Recipients shall provide information or training to their AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers, or Volunteer Generation Fund volunteers about how their programs, projects or initiatives are part of AmeriCorps. Recipients are strongly encouraged to place signs that include the AmeriCorps or AmeriCorps Seniors name and logo, or the appropriate AmeriCorps version of the Day of Service logo at all their service sites and may use the slogan "AmeriCorps Serving Here" or "AmeriCorps Seniors Serving Here," as appropriate.

When AmeriCorps members and programs or AmeriCorps Seniors volunteers and programs are publicized - including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels - individuals must be identified as AmeriCorps members or AmeriCorps Seniors volunteers, while programs should

be identified as AmeriCorps or AmeriCorps Seniors programs or projects and, where possible, appropriate logos must be displayed.

5. **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Recipients may not alter the AmeriCorps or AmeriCorps Seniors logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo on materials that will be sold. Recipients must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in promotional materials.
6. **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in connection with any activity prohibited by statute or regulation, including any political activities.

I. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG **and** their Portfolio Manager **without delay** when they **first suspect**:

1. Any criminal activity or violations of law has occurred, such as:
 - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including AmeriCorps personnel, grantees, or contractors—even if no federal funds or property was involved;
 - Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations;
 - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
 - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
 - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
 - Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.
2. Fraud, waste, or abuse.
 - Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive

something of value or to deprive someone, including the government, of something of value.

- Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
- Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached via a web-based hotline portal or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

J. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or award of AmeriCorps) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at Whistleblower Rights and Protections | AmeriCorps (americorpsoig.gov).

K. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

L. AWARD MONITORING

1. **Monitoring Activities.** AmeriCorps may conduct on-site or remote monitoring activities to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to make verifications of recipient compliance with the terms of the award; to conduct interviews; to identify any practice or procedure that may require further scrutiny; and to provide technical assistance.
2. **Responding to information requests.** Pursuant to 2 CFR 200.337, AmeriCorps may request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Payment Integrity Information Act of 2019. ***Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.***

M. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Recipients and subrecipients must also prominently post and make program participants aware of AmeriCorps' Program Civil Rights and Non-Harassment Policy which is reissued annually and available at [AmeriCorps.gov](https://www.americorps.gov).

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 - Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to AmeriCorps timely, complete, and accurate compliance information to allow AmeriCorps to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.334-200.338 and § 200.331(a)(5).
4. **Obligation to Cooperate.** The recipient must cooperate with AmeriCorps so that AmeriCorps can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by AmeriCorps during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance. The recipient and subrecipients must cooperate when contacted regarding investigations into allegations of discrimination including, but not limited to, providing requested documentation and making relevant officials available to provide information and/or statements.

N. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving AmeriCorps funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

O. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate AmeriCorps logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

"This material is based upon work supported by AmeriCorps, the operating name of the Corporation for National and Community Service, under Grant No(s).[.]. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps or [the relevant AmeriCorps program]."

P. SUSPENSION OR TERMINATION OF AWARD

AmeriCorps may suspend or terminate this award in accordance with 2 CFR §§ 200.200.339 and 200.340 (85 FR 49506, 49559-60) such as applicable AmeriCorps regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.339 and 200.340, provided that such action complies with 2 CFR § 200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by AmeriCorps. As before the clarifications to 2 CFR Part 200, AmeriCorps may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

Q. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - i. Violates a prohibition in paragraph (a.) of this award term; or
 - ii. Has an employee who violates a prohibition in paragraph (a.) of this award term through conduct that is either:
 - (A.) Associated with performance under this award; or
 - (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.
2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity-
 - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is -
 - i. Associated with performance under this award; or
 - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.

3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - ii. Includes:
 - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - (b.) A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

R. SYSTEM FOR AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

1. Requirement for System for Award Management (SAM) Registration: Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your SAM registration information until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Additionally, recipients' legal applicant name and physical address in eGrants must align exactly to the information in their SAM registration.
2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
 - a. Must have a Unique Entity Identifier
 - b. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
 - c. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions. For purposes of this award term:

System for Award Management (SAM) means the Federal repository for standard information about applicants and recipients. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/content/Home>).

- a. Unique Entity Identifier (UEI) is the universal identifier for Federal financial assistance applicants, as well as recipients and their direct subrecipients. It is generated by SAM.
- b. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

- b. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

S. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$30,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.
 - a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
 - b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7th in a given year, the obligation must be reported by no later than the end of December.)
 - c. What to report.
 - i. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
 - a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. The total Federal funding authorized to date under this award is \$30,000 or more;
 - ii. In the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report executive total compensation described in paragraph (2.) (a.) of this award term:
 - i. As part of your registration profile <https://www.sam.gov/content/Home> by the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
- a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. In the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions. For purposes of this award term:
 - a. Entity means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
 - b. Executive means officers, managing partners, or any other employees in management positions.
 - c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

T. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your AmeriCorps Portfolio Manager, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The AmeriCorps conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must

neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

U. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report.

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant.

It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

V. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information (PII). OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your AmeriCorps grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to AmeriCorps. Grantees experiencing a breach should immediately notify AmeriCorps' Office of Information Technology, and the AmeriCorps Portfolio Manager.

IV. Program Civil Rights and Non-Harassment Policy.

Signature: Theresa Trujillo
Theresa Trujillo (Sep 25, 2023 11:49 MDT)

Email: tptrujillo@santafenm.gov

Signature: Manuel Sanchez
Manuel Sanchez (Sep 25, 2023 13:10 MDT)

Email: mnsanchez@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (Sep 25, 2023 14:34 MDT)

Email: krochoa@santafenm.gov











FY24 Volunteer Programs Federal Grant Awards

Final Audit Report

2023-09-25

| | |
|-----------------|--|
| Created: | 2023-09-25 |
| By: | Justin Gonzales (jmgonzales@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAeJSsv0K3znaM2q6kAPC5rqgniTBXH53O |

"FY24 Volunteer Programs Federal Grant Awards" History

-  Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2023-09-25 - 5:34:15 PM GMT
-  Document emailed to Theresa Trujillo (tptrujillo@santafenm.gov) for signature
2023-09-25 - 5:37:13 PM GMT
-  Email viewed by Theresa Trujillo (tptrujillo@santafenm.gov)
2023-09-25 - 5:45:18 PM GMT
-  Document e-signed by Theresa Trujillo (tptrujillo@santafenm.gov)
Signature Date: 2023-09-25 - 5:49:22 PM GMT - Time Source: server
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-09-25 - 5:49:24 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-09-25 - 6:34:52 PM GMT
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-09-25 - 6:35:46 PM GMT - Time Source: server
-  Document emailed to mnsanchez@santafenm.gov for signature
2023-09-25 - 6:35:49 PM GMT
-  Email viewed by mnsanchez@santafenm.gov
2023-09-25 - 7:09:36 PM GMT
-  Signer mnsanchez@santafenm.gov entered name at signing as Manuel Sanchez
2023-09-25 - 7:10:11 PM GMT



Document e-signed by Manuel Sanchez (mnsanchez@santafenm.gov)

SignatureDate: 2023-09-25 - 7:10:13 PM GMT - TimeSource: server



Document emailed to Maria Tucker (metucker@santafenm.gov) for signature

2023-09-25 - 7:10:15 PM GMT



Email viewed by Maria Tucker (metucker@santafenm.gov)

2023-09-25 - 7:10:36 PM GMT



Document e-signed by Maria Tucker (metucker@santafenm.gov)

SignatureDate: 2023-09-25 - 7:10:48 PM GMT - TimeSource: server



Document emailed to krochoa@santafenm.gov for signature

2023-09-25 - 7:10:49 PM GMT



Email viewed by krochoa@santafenm.gov

2023-09-25 - 8:33:59 PM GMT



Signer krochoa@santafenm.gov entered name at signing as Kyra Ochoa

2023-09-25 - 8:34:30 PM GMT



Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)

SignatureDate: 2023-09-25 - 8:34:32 PM GMT - TimeSource: server



Agreement completed.

2023-09-25 - 8:34:32 PM GMT












GB 100 CNCS Federal RSVP \$37,500.00


Final Audit Report


2023-12-21


| | |
|-----------------|--|
| Created: | 2023-11-22 |
| By: | Jimmy Tapia (jptapia@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAM_ZE77bjoMdnQKX79LjUE919kVdDY3VU |


"GB 100 CNCS Federal RSVP \$37,500.00" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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-  Document emailed to cajames@santafenm.gov for signature
2023-11-22 - 4:40:44 PM GMT
-  Email viewed by cajames@santafenm.gov
2023-11-27 - 3:00:58 PM GMT- IP address: 104.47.64.254
-  Signer cajames@santafenm.gov entered name at signing as Cheryl James
2023-11-27 - 3:01:25 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Cheryl James (cajames@santafenm.gov)
Signature Date: 2023-11-27 - 3:01:27 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-11-27 - 3:01:29 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-12-04 - 5:56:10 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-12-04 - 5:56:37 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2023-12-04 - 5:56:39 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-12-04 - 8:16:20 PM GMT- IP address: 63.232.20.2
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2023-12-06 - 11:44:28 PM GMT- IP address: 63.232.20.2


 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2023-12-06 - 11:51:09 PM GMT - Time Source: server- IP address: 63.232.20.2


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2023-12-06 - 11:51:11 PM GMT


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2023-12-06 - 11:51:16 PM GMT- IP address: 40.94.29.254


 Email viewed by ekoster@santafenm.gov
2023-12-09 - 1:36:25 AM GMT- IP address: 174.218.23.83


 Email viewed by ekoster@santafenm.gov
2023-12-17 - 5:33:11 AM GMT- IP address: 104.47.65.254


 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-12-17 - 5:34:59 AM GMT- IP address: 69.254.154.77


 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-12-17 - 5:35:01 AM GMT - Time Source: server- IP address: 69.254.154.77

 Document emailed to jwblair@santafenm.gov for signature
2023-12-17 - 5:35:03 AM GMT

 Email viewed by jwblair@santafenm.gov
2023-12-21 - 5:57:44 AM GMT- IP address: 104.47.64.254

 Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-12-21 - 5:58:23 AM GMT- IP address: 76.113.49.66

 Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2023-12-21 - 5:58:25 AM GMT - Time Source: server- IP address: 76.113.49.66

 Agreement completed.
2023-12-21 - 5:58:25 AM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: August 24, 2023

TO: Quality of Life Committee
Finance Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director
Maria Sanchez Tucker, Community Services Director
Manuel Sanchez, Division of Senior Services Director ✓

FROM: Theresa Trujillo, Program Manager

ITEM AND ISSUE:

Request for the Approval of Fiscal Year 2024 State of New Mexico Aging and Long Term Services Department Grant Contract #24-624-4000-0024 in the Total Amount of \$313,120.00 for the Foster Grandparent, Senior Companion and Retired Senior Volunteer Programs, Term Ending June 30, 2024; Theresa Trujillo, Volunteer Program Manager tptrujillo@santafenm.gov, 505-955-4745.

BACKGROUND AND SUMMARY:

The Senior Services Department is requesting the approval of the State of New Mexico Aging and Long-Term Services Department Grant Agreement for the Senior Volunteer Programs. The Grant Award is for the Foster Grandparent, Senior Companion and Retired Senior Volunteer Programs. The attached Intergovernmental Agreement reflects the Fiscal Year 2024 awarded appropriations for all three volunteer Programs. The allocations are as follows; Foster Grandparent Program \$88,208.17, Senior Companion Program, \$166,304.83, and the Retired Senior Volunteer Program \$58,607.00.

Our Foster Grandparent program provides opportunities for our senior volunteers to assist children (with special or exceptional needs) in classrooms or Head starts. Then 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, hospitals, libraries, senior centers, shelters, etc.

CONTRACT NUMBER:

The FY24 Munis contract number is
Project Ledger #'s- (FGP) COM2424101, (RSVP) COM2424104, (SCP) COM2424103

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Senior Citizens Grant/Fund 241

Munis Org Name/Number: Senior Volunteer Programs/2410116

Munis Object Name/Number: AoA State of New Mexico - 490240 (revenue)/TBD (expenses)

ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval.

| | |
|---------------------------------------|--|
| Log # (Finance use <u>only</u>): | |
| Journal # (Finance use <u>only</u>): | |



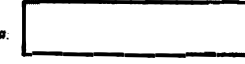
City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|-----------|
| Community Health and Safety/Senior Services | 9/18/2023 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---------|--------|------------|------------------------------|------------------------------|
| | | | | (enter as <u>positive</u> #) | (enter as <u>negative</u> #) |
| Operating Supplies | 2410116 | 530200 | COM2424104 | 340.00 | |
| Food | 2410116 | 530400 | COM2424103 | 816.00 | |
| Uniform Clothing & Linen | 2410116 | 530500 | COM2424101 | 1,100.00 | |
| Software Subscriptions | 2410116 | 530710 | COM2424104 | 44.00 | |
| Gasoline | 2410116 | 531000 | COM2424101 | 350.00 | |
| Gasoline | 2410116 | 531000 | COM2424103 | 350.00 | |
| Gasoline | 2410116 | 531000 | COM2424104 | 446.00 | |
| Misc. Insurance Prem | 2410116 | 555860 | COM2424104 | 642.00 | |
| In State Per Diem | 2410116 | 560250 | COM2424103 | 922.00 | |
| In State Transportation | 2410116 | 560550 | COM2424103 | 23,417.00 | |
| Advertising | 2410116 | 561850 | COM2424104 | 2,924.00 | |
| Recognition | 2410116 | 562850 | COM2424104 | 2,133.00 | |
| Recruitment | 2410116 | 562900 | COM2424103 | 499.00 | |
| Stipends | 2410116 | 562975 | COM2424103 | | (24,863) |
| REVENUES | | | | (enter as <u>negative</u> #) | (enter as <u>positive</u> #) |
| NM Agency on Aging | 2410116 | 490240 | COM2424101 | (1,450) | |
| NM Agency on Aging | 2410116 | 490240 | COM2424103 | (1,141) | |
| NM Agency on Aging | 2410116 | 490240 | COM2424104 | (6,529) | |
| JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo | | | | \$ 24,863 | \$ (24,863) |

| | | | | | |
|---|--|--|--|---|----------------------------------|
| New Mexico Aging and Long Term Services Senior Volunteer Programs increase and object funding corrections/adjustment. | | | | (Complete section below if BAR results in a net change to ANY Fund) | |
| | | | | Fund(s) Affected | Fund Balance Increase/(Decrease) |
| | | | | | |
| | | | | | |
| | | | | TOTAL: | 0 |

| | | | |
|--|-------------------|---|---|
| Manuel Sanchez Prepared By (print name) | 9/18/2023 Date | (Use this form for Finance Committee/ City Council agenda items ONLY) | |
|  Division Director Signature (optional) | 9/22/23 Date | CITY COUNCIL APPROVAL | Budget Officer _____ Date |
| | | City Council Approval Date:  | Finance Director (≤ \$5,000) _____ Date |
| | | Agenda Item #:  | City Manager (≤ \$60,000) _____ Date |
| Department Director Signature _____ | Date _____ | | |



CITY OF SANTA FE PROCUREMENT CHECKLIST

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

Procurement Title: INTERGOVERNMENTAL AGREEMENT #24-624-4000-0024 (FGP,SCP,RSVP)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting Community H & S/Seniors Staff Name Theresa Trujillo

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

| | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

| | | |
|---|-----------------|------------|
| Theresa Trujillo | Program Manager | 07/05/2023 |
| Department Rep Printed Name (attesting that all information included) | Title | Date |

| | | |
|---|-------|------|
| Purchasing Officer (attesting that all information is reviewed) | Title | Date |
|---|-------|------|

| | | |
|---|-------|------|
| ITT Representative (attesting that all information is reviewed) | Title | Date |
|---|-------|------|

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): _____

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

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

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

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 07/01/ 2022 Term End Date: 06/30 /2024 Total Contract Amount: \$313,120.00

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: ALTSD Intergovernmental Agreement #24-6 24-400-0024

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) 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 for over 20 years to administer the Senior Volunteer Programs.

3. Procurement History: _____

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source: N MAo A - 402 4

Org / Object: 24101 16 /Various

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____

Date: _____

Staff Contact who Completed This Form: Theresa Trujillo

Phone #: 505-955-4745

To be recorded by City Clerk: _____

Email: tp.trujillo@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



City of Santa Fe New Mexico
Finance Department
Project Ledger Request Form



Date of Request: 07/05/2023

Project Title: FOSTER GRANDPARENT PROGRAM (FGP)

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: COM.H & S SRS. 100/241 Project Manager: THERESA TRUJILLO Ext: 4745

Project Date Range: 07/01/2023 to 06/30/2024 ☐ Create Fixed Asset

Project ID: COM2424101

Grant ID: F2402/S2406

Approved By: BSG/07/05/23
(Finance Use Only)

☒ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: STATE: ALTSD GRANT AGREEMENT NM AOA % of Funding: 33%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: \$88,208.17

Funding Source: FEDERAL CORPORATION FOR NATIONAL & COMMUNITY SERVICE UUA HSS % of Funding: 13.3%

MUNIS ORG: 2410116 MUNIS OBJ: 490510 Awarded Amount: \$35,513.00

Expense String Phase: LOCAL:\$143,540.92 MUNIS ORG 2410116 TOTAL:\$267,262.09 % OF FUND 53.7%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED SHEET MUNIS ORG: 2410116 MUNIS OBJ: _____

Grants Only (list all grants if applicable):

Grantor Name: STATE-ALTSD I-G AGREE. 24-624-4000-0024 Awarded Amount: \$313,120.00

AR Charge Code: 2410116.490240

☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: ST. IGA 24-624-4000-0024 Federal CFDA (if applicable): 94.011

Grantor Name: FEDERAL-CNCS 23SRDNM0022 Awarded Amount: \$35,513.00

AR Charge Code: 2410116.490510

☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: FED: AN 23SRDNM002 Federal CFDA (if applicable): 94.011

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 07/05/2023

Project Title: SENIOR COMPANION PROGRAM (SCP)

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: COM.H & S SRS. 100/241 Project Manager: THERESA TRUJILLO Ext: 4745

Project Date Range: 07/01/2023 to 06/30/2024 ☐ Create Fixed Asset

Project ID: COM2424103

Grant ID: S2406

Approved By: BSG
(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: STATE:ALTSD GRANT AGREEMENT % of Funding: 80.4%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: \$166,304.83

Funding Source: LOCAL % of Funding: 19.6%

MUNIS ORG: 2410116 MUNIS OBJ: Awarded Amount: \$40,449.85

Expense String Phase: TOTAL:\$206,754.68

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED SHEET MUNIS ORG: 2410116 MUNIS OBJ: SEE ATTACHED SHEET

Grants Only (list all grants if applicable):

Grantor Name: STATE:ALTSD I-G AGREE.24-624-4000-0024 Awarded Amount: \$313,120.00

AR Charge Code: 2410116.490240

☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: ST: IGA 24-624-4000-0024 Federal CFDA (if applicable):

Grantor Name: Awarded Amount:

AR Charge Code:

☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: Federal CFDA (if applicable):

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation



City of Santa Fe New Mexico
Finance Department
Project Ledger Request Form



Date of Request: 07/05/2023

Project Title: RETIRED SENIOR VOLUNTEER PROGRAM (RSVP)

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: COM.H & S SRS. 100/241 Project Manager: THERESA TRUJILLO Ext: 4745

Project Date Range: 07/01/2023 to 06/30/2024 ☐ Create Fixed Asset

Project ID: COM2424104

Grant ID: F2403/S2406

Approved By: BSG/C
(Finance Use Only)

☒ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: STATE:ALTSD GRANT AGREEMENT NMAOA % of Funding: 31.5%

MUNIS ORG: 2410116 MUNIS OBJ: 490240 Awarded Amount: \$58,607.00

Funding Source: FEDERAL:CORPORATION FOR NATINAL & COMMUNITY SERVICE UUS HSS % of Funding: 20.2%

MUNIS ORG: 2410116 MUNIS OBJ: 490510 Awarded Amount: \$37,500.00 JULY23-MAR23

Expense String Phase: LOCAL:\$89,852.85 MUNIS ORG: 2410116 TOTAL:\$185,959.85 % OF FUND 48.3%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: SEE ATTACHED MUNIS ORG: 2410116 MUNIS OBJ: SEE ATTACHED SHEET

Grants Only (list all grants if applicable):

Grantor Name: STATE:ALTSD I-G AGREE. 24-624-4000-0024 Awarded Amount: \$313,120.00

AR Charge Code: 2410116.490240

☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: AT: IG 24-624-4000-0024 Federal CFDA (if applicable): 94.002

Grantor Name: FEDERAL-CNCS 23SRDNM003 Awarded Amount: \$37,500.00

AR Charge Code: 2410116.490510

☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: FED A# 23SRDNM003 Federal CFDA (if applicable): 94.002

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #24-624-4000-0024**

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, travel, and expenses, shall not exceed \$313,120.00 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

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 BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This agreement shall terminate on June 30, 2024, 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.

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.

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

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

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.

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: Andrea Segura
 Aging and Long-Term Services Department
 2550 Cerrillos Rd
 Santa Fe, NM 87505

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.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Katrina Hotrum-Lopez, Cabinet Secretary
Aging and Long-Term Services Department

By: _____ Date: _____
Anastasia Martin, General Counsel – Certifying legal sufficiency
Aging & Long-Term Services Department

By: _____ Date: _____
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

By: _____ Date: _____
Mayor, Alan M. Webber

By: _____ Date: _____
Kristine Bustos-Mihelcic, City Clerk

By: Marcos Martinez Date: Jun 12, 2023
Marcos Martinez (Jun 12, 2023 08:10 MDT)
Marcos Martinez, Senior Assistant City Attorney

By: _____ Date: _____
Emily Oster, Finance Director

ATTACHMENT 1

SCOPE OF WORK

ALTSD Contract # 24-624-4000-0024

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 (formally Retired Senior Volunteer Program). 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.

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

2. POPULATIONS TO BE SERVED

1. **FGP** volunteers shall serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, 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 AmeriCorps Seniors program through the federal AmeriCorps (formerly known as Corporation for National and Community Service) organization 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 AmeriCorps Seniors federal statutes 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 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 the 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 AmeriCorps Seniors 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 AmeriCorps Seniors 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 AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors 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 AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit one time per state fiscal year (per FGP, SCP, RSVP program if held separately), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.

2. Performance Measures/ Fiscal Requirements:

- i. 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.
- ii. The Contractor shall submit to the Department monthly an invoice for reimbursement. The invoice for reimbursement shall be due on 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.
- iii. The Contractor shall upload to the corresponding monthly file in Revver (formerly e-File Rubex) all invoices for reimbursement and supporting

documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc.

- iv. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation.
 - v. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, SCP, and RSVP programs scope of work. Approval of service modification requests shall be determined by the Department.
 - vi. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service.
 - vii. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.
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 the template provided by the Department. The Contractor shall upload the reports to the Revver (formerly e-File Rubex) system folder titled "Reports". 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 a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver (formerly e-File Rubex) folder titled "Reports".
 - c. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each

report is due according to the annual Volunteer Calendar provided by the Department (subject to change).

- 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

1. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but not limited to visiting volunteer stations, clients, and Contractors' place of business.
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, which may include desk reviews of fiscal and programmatic documentation, and 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 Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (for all funding sources, both electronic and hard copy).
3. The Department shall review, certify, and disburse reimbursements to the Contractor, upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc. The Department shall determine at its sole discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.
4. 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 for all funding sources.

5. SERVICE PROVISION

1. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard 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. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours

of service that equal 1,044 hours cumulative. Volunteer stipends are paid at \$4.00 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 invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

- a. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 10 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 10,440 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. **Senior Companion Program (SCP):** Recruit and place a minimum of 18 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 18,792 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 59 volunteers in community placements in Santa Fe County, to provide a minimum of 59,000 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.

- b. Recruit volunteers willing to be Older Adult Peer Specialist certified through HSD, Community Health Workers certified through DOH, or Ombudsman volunteers with

ALTSD by providing opportunities through MOUs to RSVP participates to use their existing experience, skills, and training to work with older adults living with behavioral health challenges.

ATTACHMENT 2

BUDGET

Contract # 24-624-4000-0024

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 amendment is to provide funding for FY24 as follows:

| PROGRAM | AMOUNT |
|----------------------------------|---------------|
| Foster Grandparent Program | \$88,208.17 |
| Senior Companion Program | \$166,304.83 |
| Retired Senior Volunteer Program | \$58,607.00 |

The total amount payable under this Contract shall not exceed \$313,120.00.

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

VOLUNTEER PROGRAM BUDGET

PROGRAM NAME: City of Santa Fe Division of Senior Services

PROGRAM: (check one)

FGP:



SCP:



RSVP:



FY24

| Category | Funding Source | | | TOTAL BUDGETED |
|---|----------------|-----------|------------|-------------------|
| | FEDERAL | STATE | LOCAL | |
| A. Volunteer Support Expenses | | | | |
| 1. GRANTEE PERSONNEL EXPENSES (Position/Title, Annual Salary, % of time) | | | | |
| SCP/FGP Program Manager | 2000.00 | 7953.26 | 34902.86 | 44856.12 |
| \$74760.19 @ 60% | | | | 0.00 |
| SCP/FGP Project Administrator | 2000.00 | 7953.26 | 38988.50 | 48941.76 |
| \$61,777.20 @ 80% | | | | 0.00 |
| SCP/FGP Van Driver | 2000.00 | 7953.25 | 18779.19 | 28732.44 |
| \$38,309.93 @ 75% | | | | 0.00 |
| Category Total | 6000.00 | 23859.77 | 92670.55 | 122530.32 |
| 2. GRANTEE FRINGE BENEFITS (Item Description, dollar amounts only, NO percentage breakout) | | | | |
| FICA/Medicare for three staff @ 7.65% Total of \$9,373.56 | 1,642.00 | 1,988.00 | 5,743.56 | 9,373.56 |
| Employee Insurance (negotiated cost with Cigna). Total of \$24,520.14 | 5,600.00 | 1,500.00 | 17,420.14 | 24,520.14 |
| PERA for three employees @ 20.7875%. Total of \$26,543.14 for 3 employees | 1,800.00 | 1,800.00 | 22,943.14 | 26,543.14 |
| Dental insurance for three employees. Total of \$1,278.99 for 3 employees | | | 1,278.99 | 1,278.99 |
| NM Retiree Health for three employees. Total of \$2,269 for 3 employees | | | 2,269.08 | 2,269.08 |
| Worker's Comp for three employees. \$1,215.46 for 3 employees | | | 1,215.46 | 1,215.46 |
| Category Total | 9,042.00 | 5,288.00 | 50,870.37 | 65,200.37 |
| 3. GRANTEE STAFF TRAVEL (Purpose-Expense Calculation) Indicate mileage reimbursement rates. | | | | |
| In State Gas and Auto Maintenance. 778 x .45 per mile | | 350.00 | | 350.00 |
| Out of State - One program staff to attend National Conference. Meals/Lodging \$1,050. Transportation \$700.00 | 1,750.00 | | | 1,750.00 |
| Category Total | 1,750.00 | 350.00 | 0.00 | 2,100.00 |
| 4. GRANTEE EQUIPMENT (Item/purpose, quantity, estimated total cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 5. GRANTEE SUPPLIES (Item, estimated total cost) | | | | |
| Office Supplies. Toners, paper, labels, post it notes, pens, highlighters, etc. 100 per month X 12 months | | 1,200.00 | | 1,200.00 |
| Operating Supplies.volunteer training and inservice projects. Gloves, trash bags, vests, tupperware, paper goods, etc. 100 per month x 12 months. | | 1,200.00 | | 1,200.00 |
| Category Total | 0.00 | 2,400.00 | 0.00 | 2,400.00 |
| 6. GRANTEE CONTRACTUAL SERVICES (Purpose, total contracted cost) | | | | |
| Volunteer software | | 350.00 | | 350.00 |
| Staff uniform \$700 mandated per union. One employee (Driver) | | 700.00 | | 700.00 |
| Background Check Field Print, True Screen | | 282.00 | | 282.00 |
| 35.25 x 8 | | | | 0.00 |
| Category Total | 0.00 | 1,332.00 | 0.00 | 1,332.00 |
| 7. OTHER GRANTEE COSTS (Purpose, actual/estimated total cost) | | | | |
| Recruitment-\$700 for outreach Materials and \$700 Advertising | 600.00 | 800.00 | | 1,400.00 |
| Food for in service Trainings 12 * 166.67 | | 2,000.00 | | 2,000.00 |
| Registration for volunteers and staff to attend Conference on Aging 15@\$10.00 | | 150.00 | | 150.00 |
| | | | | 0.00 |
| | | | 0.00 | 0.00 |
| Category Total | 600.00 | 2,950.00 | 0.00 | 3,550.00 |
| 8. TOTAL VOLUNTEER SUPPORT EXPENSES | | | | |
| SECTION TOTALS | 17,392.00 | 36,179.77 | 143,540.92 | 197,112.69 |

| Category | Funding Source | | | TOTAL BUDGETED |
|---|----------------|-----------|-------|-------------------|
| | FEDERAL | STATE | LOCAL | |
| B. Volunteer Expenses | | | | |
| 1. VOLUNTEER PERSONNEL EXPENSE--STIPENDS (1,044 x \$4.00 per hour = Annual Budget per VSY) | | | | |
| Corporation Funded 4 x \$4,176 | 16,704.00 | | | 16,704.00 |
| State Funded (Total FGP VSys 10 x \$4,176.00 (1,044x\$4.00) | | 41,760.00 | | 41,760.00 |
| Local Funded | | | 0.00 | 0.00 |
| Category Total | 16,704.00 | 41,760.00 | 0.00 | 58,464.00 |
| 2. VOLUNTEER FRINGE BENEFITS (Item Description and cost calculations. Include formula used to calculate.) | | | | |
| Meals. Reimbursement to volunteers for school lunch. 600 meals @1.50 each. | | 900.00 | | 900.00 |
| Insurance. Liability for CIMA. | | 202.00 | | 202.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 1,102.00 | 0.00 | 1,102.00 |
| 3. VOLUNTEER TRAVEL (Item description and cost calculations. Include formula used to calculate) | | | | |
| Volunteer Mileage.Travel to school. .45 per mile, 120 miles max per week per volunteer, varies on volunteer ie, driver non-driver (uses transportation) 1091.93 miles/month | 1,262.00 | 4,634.40 | | 5,896.40 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 1,262.00 | 4,634.40 | 0.00 | 5,896.40 |
| 4. VOLUNTEER EQUIPMENT (Item/purpose, quantity, cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 5. VOLUNTEER SUPPLIES (Item, purpose, calculation) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 6. VOLUNTEER CONTRACTUAL SERVICES (Purpose, contracted cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 7. OTHER VOLUNTEER COSTS (Item description, purpose, formula used to calculate) | | | | |
| Recognition 18 * \$80. Annual Banquet and 2 small items per year. | 80.00 | 1,360.00 | | 1,440.00 |
| Volunteer Uniforms 18 * \$75 for a jacket, sweatshirt or t-shirt | 75.00 | 1,275.00 | | 1,350.00 |
| Meals for volunteers and staff at Conference on Aging 15x\$15 | | 225.00 | | 225.00 |
| Volunteer Conference on Aging Lodging. 9 rooms @ 185.78 | | 1,672.00 | | 1,672.00 |
| | | | | 0.00 |
| Category Total | 155.00 | 4,532.00 | 0.00 | 4,687.00 |
| 8. TOTAL VOLUNTEER EXPENSES | | | | |
| SECTION TOTALS | 18,121.00 | 52,028.40 | 0.00 | 70,149.40 |

| | FEDERAL | STATE | LOCAL | TOTAL |
|-------------|-----------|-----------|------------|------------|
| SECTION A | 17,392.00 | 36,179.77 | 143,540.92 | 197,112.69 |
| SECTION B | 18,121.00 | 52,028.40 | 0.00 | 70,149.40 |
| GRAND TOTAL | 35,513.00 | 88,208.17 | 143,540.92 | 267,262.09 |

VOLUNTEER PROGRAM BUDGET

PROGRAM NAME: City of Santa Fe Division of Senior Service:

PROGRAM: (check one)

FGP: ☐

SCP: ☒

RSVP: ☐

FY24

| Category | Funding Source | | | TOTAL BUDGETED |
|---|----------------|-----------|-----------|-------------------|
| | FEDERAL | STATE | LOCAL | |
| A. Volunteer Support Expenses | | | | |
| 1. GRANTEE PERSONNEL EXPENSES (Position/Title, Quantity, Annual Salary, % time) | | | | |
| SCP/FGP Program Manager | | 8,663.88 | 21,240.20 | 29,904.08 |
| \$74,760.19 @ 40% | | | | 0.00 |
| SCP/FGP Project Administrator | | | | 0.00 |
| \$61,777 @ 20% | | 8,663.88 | 3,571.56 | 12,235.44 |
| SCP/FGP Van Driver | | | | 0.00 |
| \$38,309.93 @ 25% | | 8,663.87 | 913.61 | 9,577.48 |
| Category Total | 0.00 | 25,991.63 | 25,725.37 | 51,717.00 |
| 2. GRANTEE FRINGE BENEFITS (Item Description) | | | | |
| FICA/Medicare for three staff @ 7.65% Total of \$3,956.35 | | 1,479.00 | 2,477.35 | 3,956.35 |
| Employee Insurance (negotiated cost with Cigna). | | 5,498.00 | 4,453.14 | 9,951.14 |
| PERA for three employees @ 20.7875%. 922 per month | | 4,607.00 | 6,596.19 | 11,203.19 |
| Dental insurance for three employees. 45 per month x 12 | | 68.00 | 437.65 | 505.65 |
| NM Retiree Health for three employees. \$88.73 per month | | 600.00 | 434.34 | 1,034.34 |
| Worker's Comp for three employees. 29.75 per month x 12 | | 100.00 | 325.81 | 425.81 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 12,352.00 | 14,724.48 | 27,076.48 |
| 3. GRANTEE STAFF TRAVEL (Purpose-Expense Calculation) Indicate mileage reimbursement rates. | | | | |
| In State Gas and Auto Maintenance. 778 x .45 per mile | | 350.00 | | 350.00 |
| Out of State - One program staff to attend National Conference. | | | | |
| Meals/Lodging \$1,050. Transportation \$700.00 | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 350.00 | 0.00 | 350.00 |
| 4. GRANTEE EQUIPMENT (Item/purpose, quantity, estimated total cost) | | | | |
| Office Supplies. Printers, toners, binder clips, paper, | | 1,300.00 | | 1,300.00 |
| pens, calendars, labels, etc. 108 per month x 12 months | | | | 0.00 |
| Operating Supplies. Volunteer and Inservice training projects | | 1,200.00 | | 1,200.00 |
| Gloves, trash bags, vests, tupperware, paper goods, etc. \$100 per month X 12 mths. | | | | 0.00 |
| Category Total | 0.00 | 2,500.00 | 0.00 | 2,500.00 |
| 5. GRANTEE SUPPLIES (Item, estimated total cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 6. GRANTEE CONTRACTUAL SERVICES (Purpose, total contracted cost) | | | | |
| Volunteer software | | 350.00 | | 350.00 |
| Staff uniform \$700 mandated per union. One employee Project Adminstrator | | 700.00 | | 700.00 |
| Background Check Field Print, True Screen | | 282.00 | | 282.00 |
| 35.25 x 8 | | | | 0.00 |
| Category Total | 0.00 | 1,332.00 | 0.00 | 1,332.00 |
| 7. OTHER GRANTEE COSTS (Purpose, actual/estimated total cost) | | | | |
| Recruitment. 1000 for Outreach materials and 1000 advertising | | 2,000.00 | | 2,000.00 |
| Food for In-Service Trainings. 101.34 per month x 12 months | | 1,216.00 | | 1,216.00 |
| Registration for volunteers and staff to attend Conference on Aging 15@\$10.00 | | 150.00 | | 150.00 |
| Category Total | 0.00 | 3,366.00 | | 3,366.00 |
| 8. TOTAL VOLUNTEER SUPPORT EXPENSES | | | | |
| SECTION TOTALS | 0.00 | 45,891.63 | 40,449.85 | 86,341.48 |

| Category | Funding Source | | | TOTAL BUDGETED |
|--|----------------|------------|-------|-------------------|
| | FEDERAL | STATE | LOCAL | |
| B. Volunteer Expenses | | | | |
| 1. VOLUNTEER PERSONNEL EXPENSE--STIPENDS (1,044 x \$4.00 per hour = Annual Budget per VSY) | | | | |
| Corporation Funded | 0.00 | | | 0.00 |
| State Funded (Total SCP VSYs 18 x \$4,176.00 (1,044x\$4.00) | | 75,168.00 | | 75,168.00 |
| Local Funded | | | 0.00 | 0.00 |
| Category Total | 0.00 | 75,168.00 | 0.00 | 75,168.00 |
| 2. VOLUNTEER FRINGE BENEFITS (Item Description and cost calculations. Include formula used to calculate.) | | | | |
| Volunteer Meals. 200@ 1.50 | | 300.00 | | 300.00 |
| Insurance. Liability Insurance CIMA | | 202.00 | | 202.00 |
| Category Total | 0.00 | 502.00 | 0.00 | 502.00 |
| 3. VOLUNTEER TRAVEL (Item description and cost calculations. Include formula used to calculate) | | | | |
| Volunteer Mileage.Travel to school. .45 per mile, 120 miles max per week per volunteer, varies on volunteer ie, driver non-driver (uses transportation) 7567 miles/month | | 39,187.74 | | 39,187.74 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 39,187.74 | 0.00 | 39,187.74 |
| 4. VOLUNTEER EQUIPMENT (Item/purpose, quantity, cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 5. VOLUNTEER SUPPLIES (Item, purpose, calculation) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 6. VOLUNTEER CONTRACTUAL SERVICES (Purpose, contracted cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 7. OTHER VOLUNTEER COSTS (Item description, purpose, formula used to calculate) | | | | |
| Recognition 26 * \$80. Annual Banquet and 2 small items per year. | | 2,080.00 | | 2,080.00 |
| Volunteer Uniforms 26*75 for a jacket, sweatshirt or t-shirt | | 1,950.00 | | 1,950.00 |
| Meals for volunteers and staff at Conference on Aging 15x\$15 | | 225.00 | | 225.00 |
| Volunteer Conference on Aging Lodging. 7 rooms @ 185.78 | | 1,300.46 | | 1,300.46 |
| | | | | 0.00 |
| Category Total | 0.00 | 5,555.46 | 0.00 | 5,555.46 |
| 8. TOTAL VOLUNTEER/EXPENSES | | | | |
| SECTION TOTALS | 0.00 | 120,413.20 | 0.00 | 120,413.20 |

| | FEDERAL | STATE | LOCAL | TOTAL |
|--------------------|-------------|-------------------|------------------|-------------------|
| SECTION A | 0.00 | 45,891.63 | 40,449.85 | 86,341.48 |
| SECTION B | 0.00 | 120,413.20 | 0.00 | 120,413.20 |
| | | | | |
| GRAND TOTAL | 0.00 | 166,304.83 | 40,449.85 | 206,754.68 |

VOLUNTEER PROGRAM BUDGET

PROGRAM NAME: City of Santa Fe Division of Senic

PROGRAM: (check one)

FGP: ☐

SCP: ☐

RSVP: ☒

FY24

| Category | Funding Source | | | TOTAL |
|--|-----------------|----------------|----------------|------------|
| | FEDERAL (9 mos) | STATE (12 mos) | LOCAL (12 mos) | BUDGETED |
| A. Volunteer Support Expenses | | | | |
| 1. GRANTEE PERSONNEL EXPENSES (Position/Title, Quantity, Annual Salary, % time) | | | | |
| Program Administrator:1 staff @ \$53,356.49 100% | 7,033.00 | 15,091.00 | 28,888.49 | 51,012.49 |
| usage | | | | 0.00 |
| Program Coordinator: 1 staff @ \$42,234.84 100% | 10,434.00 | 6,588.00 | 21,734.84 | 38,756.84 |
| usage | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 17,467.00 | 21,679.00 | 50,623.33 | 89,769.33 |
| 2. GRANTEE FRINGE BENEFITS (Item Description) | | | | |
| FICA (SS & Medicare)- Salary of 2 staff (\$87,006.40) @ 7.65% | 365.00 | 2,660.00 | 4,166.74 | 7,191.74 |
| Health Insurance - 2 staff- Total of 2096.58 x 12 mths | 3,804.00 | 5,000.00 | 15,087.28 | 23,891.28 |
| PERA Retirement - Salary of 2 staff @20.78% | 428.00 | 2,874.00 | 17,263.47 | 20,565.47 |
| Dental Insurance -2 staff- Total of 92.84 x 12 months | 120.00 | 272.00 | 682.10 | 1,074.10 |
| NM Retiree Health - 2 staff \$145 x 12 months | 229.00 | 707.00 | 899.83 | 1,835.83 |
| Worker's Comp - 2 staff \$11.66 x 12 months | 38.00 | 90.00 | 1,130.10 | 1,258.10 |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 4,984.00 | 11,603.00 | 39,229.52 | 55,816.52 |
| 3. GRANTEE STAFF TRAVEL (Purpose-Expense Calculation) Indicate mileage reimbursement rates. | | | | |
| Local Travel staff visit vol stations 1,320 miles x \$0.45 | 445.50 | | | 445.50 |
| National Conf -2 staff x Transportation \$600 | | | | 0.00 |
| Meals/Lodging \$700 Other travel \$200 | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 445.50 | 0.00 | 0.00 | 445.50 |
| 4. GRANTEE EQUIPMENT (Item/purpose, quantity, estimated total cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 5. GRANTEE SUPPLIES (Item, estimated total cost) | | | | |
| Office Supplies -furniture,print cartridges, paper, etc. \$50/mo x 12 mo | 168.75 | 375.00 | | 543.75 |
| Operating Supplies.volunteer training and outreach service projects. Gloves, trash bags, vests, tupperware, paper goods, etc. 50.00 per month x 12 months. | 224.25 | 301.00 | | 525.25 |
| | | | | 0.00 |
| Category Total | 393.00 | 676.00 | 0.00 | 1,069.00 |
| 6. GRANTEE CONTRACTUAL SERVICES (Purpose, total contracted cost) | | | | |
| Criminal Background Checks \$35.25 x 7 checks | 80.00 | 139.75 | | 219.75 |
| Staff Uniforms - 1 staff @ \$700 ea. Per Union Contract | | 700.00 | | 700.00 |
| Volunteer Reporter Software | | 100.00 | | 100.00 |
| | | | | 0.00 |
| Category Total | 80.00 | 939.75 | 0.00 | 1,019.75 |
| 7. OTHER GRANTEE COSTS (Purpose, actual/estimated total cost) | | | | |
| Advertising- Recruit Ads- Print \$233.30x 6 ads | 826.35 | 298.00 | | 1,124.35 |
| Advertising - radio \$125 per month x 12 | 1,125.00 | | | 1,125.00 |
| Postcards- design, print, mail \$900 | 675.00 | | | 675.00 |
| Volunteer Recruitment Outreach Materials 200@ 1.00 | | 200.00 | | 200.00 |
| Category Total | 2,626.35 | 498.00 | 0.00 | 3,124.35 |
| 8. TOTAL VOLUNTEER SUPPORT EXPENSES | | | | |
| SECTION TOTALS | 25,995.85 | 35,395.75 | 89,852.85 | 151,244.45 |

| Category | Funding Source | | | TOTAL BUDGETED |
|---|-----------------|--------------|---------------|-------------------|
| | FEDERAL (9 mos) | STATE 12 Mos | LOCAL (9 mos) | |
| B. Volunteer Expenses | | | | |
| 1. VOLUNTEER PERSONNEL EXPENSE--STIPENDS (Item, number, annual stipend) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 2. VOLUNTEER FRINGE BENEFITS (Item Description and cost calculations. Include formula used to calculate.) | | | | |
| Insurance CIMA Accident 400 vols @ \$4.37; Liability 400 @ \$1.30 Auto liability 331 @ \$5.90 + NM Surplus Tax. | 1,625.25 | 2,054.00 | | 3,679.25 |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 1,625.25 | 2,054.00 | 0.00 | 3,679.25 |
| 3. VOLUNTEER TRAVEL (Item description and cost calculations. Include formula used to calculate) | | | | |
| Volunteer mileage reimbursement based on program mileage policy (rate \$0.45/mile x 48,175.09 miles) | 7,002.40 | 12,342.25 | | 19,344.65 |
| | | | | 0.00 |
| Category Total | 7,002.40 | 12,342.25 | 0.00 | 19,344.65 |
| 4. VOLUNTEER EQUIPMENT (Item/purpose, quantity, cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 5. VOLUNTEER SUPPLIES (Item, purpose, calculation) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 6. VOLUNTEER CONTRACTUAL SERVICES (Purpose, contracted cost) | | | | |
| | | | | 0.00 |
| | | | | 0.00 |
| Category Total | 0.00 | 0.00 | 0.00 | 0.00 |
| 7. OTHER VOLUNTEER COSTS (Item description, purpose, formula used to calculate) | | | | |
| 50 Fed volunteers, 59 State volunteers + 91 = 200. Volunteer Recognition 200 vols @ \$55.00 each Gifts, Events, Gift Cards, etc | 2,662.50 | 7,450.00 | | 10,112.50 |
| Guest Speaker/Entertainment for Volunteer Recognition (May) | | | | 0.00 |
| Vol. Education (Optional AARP Smart Driver Class) 25 AARP Member at \$20, 10 Non-Members @ \$25 | 214.00 | 465.00 | | 679.00 |
| Volunteer meals NM Conference on Aging 30x10 x 2 days | | 600.00 | | 600.00 |
| Conference on Aging Registration 30x10 | | 300.00 | | 300.00 |
| Category Total | 2,876.50 | 8,815.00 | 0.00 | 11,691.50 |
| 8. TOTAL VOLUNTEER EXPENSES | | | | |
| SECTION TOTALS | 11,504.15 | 23,211.25 | 0.00 | 34,715.40 |

| | FEDERAL | STATE | LOCAL | TOTAL |
|-------------|-----------|-----------|-----------|------------|
| SECTION A | 25,995.85 | 35,395.75 | 89,852.85 | 151,244.45 |
| SECTION B | 11,504.15 | 23,211.25 | 0.00 | 34,715.40 |
| GRAND TOTAL | 37,500.00 | 58,607.00 | 89,852.85 | 185,959.85 |

43,955.25

67,389.64



City of Santa Fe, New Mexico

Memorandum



DATE: August 24, 2023

TO: Quality of Life Committee
Finance Committee
Governing Body

VIA: Kyra Ochoa, Community Health and Safety Director
Maria Sanchez Tucker, Community Services Director
Manuel Sanchez, Division of Senior Services Director

FROM: Theresa Trujillo, Program Manager

ITEM AND ISSUE:

Request for the Approval of Fiscal Year 2024 Corporation for National and Community Service Grant Agreement Numbers 23SRDNM002 and 23SRDNM003 in the Total Amount of \$73,013.00 for the Foster Grandparent and Retired Senior Volunteer Programs, Term Ending June 30, 2024; Theresa Trujillo, Volunteer Program Manager tptrujillo@santafenm.gov, 505-955-4745.

BACKGROUND AND SUMMARY:

The Senior Services Department is requesting the approval of the Federal Grant Agreement with the Corporation for National and Community Service for the Senior Volunteer Programs. The Grant Award is for the Foster Grandparent and Retired Senior Volunteer Programs. The attached Notice of Grant Awards reflect the Fiscal Year 2024 awarded appropriations for the Volunteer Programs. The allocations are as follows; Foster Grandparent Program \$35,513.00 and the Retired Senior Volunteer Program \$37,500.00.

Our Foster Grandparent program provides opportunities for our senior volunteers to assist children (with special or exceptional needs) in classrooms or Head starts. 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, hospitals, libraries, senior centers, shelters, etc.

CONTRACT NUMBER:

The FY24 Munis contract number is
Grant # 23SRDNM002 Project Ledger # (FGP) COM2424101
Grant # 23SRDNM003 Project Ledger # (RSVP) COM2424104

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grant/Fund 241
Munis Org Name/Number: Senior Volunteer Programs/2410116
Munis Object Name/Number: US Department of Health and Human Services - 490510 (revenue)/TBD (expenses)

ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

Procurement Title: AGREEMENT #23SRDNM002 (FGP) AND AGREEMENT #23SRDNM003 (RSVP)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting Community H & S/Seniors Staff Name Theresa Trujillo

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

| | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: |

Theresa Trujillo Program Manager 07/05/2023

Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): _____

Contractor: CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Administer the Senior Volunteer Programs - Foster Grandparent Program and Retired Senior Volunteer Program

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 07/01/2023 Term End Date: 06/30/2024 Total Contract Amount: \$73,013.00

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: CNCS #23SRDNM002 (FGP) and #23SRDNM003 (RSVP)

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) 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 Federal grant funds from the Corporation for National and Community Service for over 20 years to administer the Senior Volunteer Programs.

3. Procurement History: _____

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source: US HHS - 490510

Org / Object: 2410116/Various

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Theresa Trujillo

Phone #: 505-955-4745

To be recorded by City Clerk: _____

Email: tptrujillo@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

Notice of Grant Award

Corporation for National and Community Service

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Retired and Senior Volunteer Program

Grantee

City of Santa Fe
200 Lincoln Ave Santa Fe NM 87504-1904

EIN: 856000168
UEI: QLN2YKMMJ8X6

Award Information

| | | | |
|----------------|-------------------|---------------------|--------------------------------|
| Agreement No.: | 23SRDNM003 | Performance Period: | 07/01/2023 - 03/31/2026 |
| Amendment No.: | 1 | Budget Period: | 07/01/2023 - 03/31/2026 |
| CFDA No.: | 94.002 | Grant Year: | 1 |

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 | \$37,500 | \$0 | \$37,500 |
| Grantee's Unobligated Balance (Carryover) | \$0 | \$0 | \$0 |
| Total Available | \$37,500 | \$0 | \$37,500 |

| | | | |
|--|--|--|-----------------|
| Cumulative Funding for Project Period | | | |
| Total Awarded in Previous Amendments | | | \$37,500 |
| Total CNCS Funds Awarded to Date | | | \$37,500 |

Funding Source and Amount

Not applicable to this award.

Special Conditions

Within 90 days of receipt of this award, the grantee must submit their FY2021 and FY 2022 Single Audits to the Federal Audit Clearinghouse and send a copy to their Portfolio Manager. Grant funds will be subject to manual hold if the audit is not submitted by 9/30/2023.

Award Description

The purpose of this amendment is to correct the end date from 6/30/2026 to 3/31/2026. All other terms and conditions of this award remain the same.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://www.americorps.gov/sites/default/files/document/FY2023-General-Terms-Conditions-508-20221028.pdf> and the Program Terms and Conditions found at 2023 Terms and Conditions for Retired and Senior Volunteer Program (RSVP) Grants ([americorps.gov](https://www.americorps.gov)). Recipient also agrees to comply with assurances and certifications made in the grant application, supporting documents, and with applicable federal statutes, regulations and guidelines.

Corporation for National and Community Service:

Notice of Grant Award

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Retired and Senior Volunteer Program

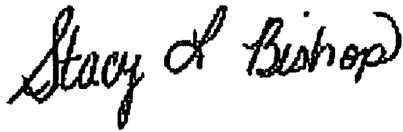
Grantee

City of Santa Fe
200 Lincoln Ave Santa Fe NM 87504-1904

EIN: 856000168
UEI: QLN2YKMMJ8X6

Award Information

| | | | |
|----------------|------------|---------------------|-------------------------|
| Agreement No.: | 23SRDNM003 | Performance Period: | 07/01/2023 - 03/31/2026 |
| Amendment No.: | 1 | Budget Period: | 07/01/2023 - 03/31/2026 |
| CFDA No.: | | Grant Year: | 1 |

 07/14/2023

City of Santa Fe

Legal Applicant

Signature

Award Date

Stacy Bishop

Senior Grants Officer

Anya Alarid

Project Director

Daisy Gallardo, 202-815-4248

Grants Officer

Cheryl James

Certifying Official/Executive Officer

Katie Klitgaard

Program Officer

Santa Fe City RSVP

City of Santa Fe

Application ID: 23SR258752

Budget Dates: 07/01/2023 - 03/31/2026

| | Total Amt | CNCS Share | Grantee Share | Excess Amount |
|--|------------------|-----------------|------------------|---------------|
| Section I. Volunteer Support Expenses | | | | |
| A. Project Personnel Expenses | 71,693 | 17,467 | 54,226 | 0 |
| B. Personnel Fringe Benefits | 3,223 | 387 | 2,836 | 0 |
| FICA | 5,485 | 365 | 5,120 | 0 |
| Health Insurance | 18,869 | 3,804 | 15,065 | 0 |
| Retirement | 15,531 | 428 | 15,103 | 0 |
| Life Insurance | 0 | 0 | 0 | 0 |
| Total | \$43,108 | \$4,984 | \$38,124 | \$0 |
| C. Project Staff Travel | | | | |
| Local Travel | 446 | 446 | 0 | 0 |
| Long Distance Travel | 0 | 0 | 0 | 0 |
| Total | \$446 | \$446 | \$0 | \$0 |
| D. Equipment | | | | |
| E. Supplies | 900 | 393 | 507 | 0 |
| F. Contractual and Consultant Services | 2,850 | 2,626 | 224 | 0 |
| I. Other Volunteer Support Costs | 750 | 0 | 750 | 0 |
| Criminal Background Check | 185 | 80 | 105 | 0 |
| Total | \$935 | \$80 | \$855 | \$0 |
| J. Indirect Costs | | | | |
| Section I. Subtotal | \$119,932 | \$25,996 | \$93,936 | \$0 |
| Section II. Volunteer Expenses | | | | |
| A. Other Volunteer Costs | 788 | 214 | 574 | 0 |
| Meals | 450 | 0 | 450 | 0 |
| Uniforms | 0 | 0 | 0 | 0 |
| Insurance | 3,166 | 1,625 | 1,541 | 0 |
| Recognition | 8,250 | 2,663 | 5,587 | 0 |
| Volunteer Travel | 16,259 | 7,002 | 9,257 | 0 |
| Total | \$28,913 | \$11,504 | \$17,409 | \$0 |
| Section II. Subtotal | \$28,913 | \$11,504 | \$17,409 | \$0 |
| Budget Totals | \$148,845 | \$37,500 | \$111,345 | \$0 |
| Funding Percentages | | 25.20% | 74.80% | |
| Required Match | | 30.00% | | |
| # of years Receiving CNCS Funds | | 21 | | |

Notice of Grant Award**Corporation for National and Community Service**

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Foster Grandparent Program**Grantee**

City of Santa Fe
200 Lincoln Ave Santa Fe NM 87504-1904

EIN: 856000168
UEI: QLN2YKMMJ8X6

Award Information

| | | | |
|----------------|-------------------|---------------------|--------------------------------|
| Agreement No.: | 23SFDNM002 | Performance Period: | 07/01/2023 - 06/30/2026 |
| Amendment No.: | 0 | Budget Period: | 07/01/2023 - 06/30/2026 |
| CFDA No.: | 94.011 | Grant Year: | 1 |

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 | \$35,513 | \$35,513 |
| Grantee's Unobligated Balance (Carryover) | \$0 | \$0 | \$0 |
| Total Available | \$0 | \$35,513 | \$35,513 |
| Cumulative Funding for Project Period | | | |
| Total Awarded in Previous Amendments | | | \$0 |
| Total CNCS Funds Awarded to Date | | | \$35,513 |

Funding Source and Amount

| | |
|-------------------------------|-------------|
| 2023--OPE1-P71-OPO-26000-4101 | \$35,513.00 |
|-------------------------------|-------------|

Special Conditions

No later than June 30, 2023, the single audit for the fiscal year ending 6/30/21 must be submitted to the Federal Audit Clearinghouse. Failure to do so by this date may result in your funds being placed on manual hold.

Award Description

This award funds the approved 2023–24 FGP program. Your 2023–24 statutory match is 10% and your budgetary match is 86.71%.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://www.americorps.gov/sites/default/files/document/FY2023-General-Terms-Conditions-508-20221028.pdf> and the Program Terms and Conditions found at 2023 Terms and Conditions for AmeriCorps Seniors Foster Grandparent (FGP) and Senior Companion Programs (SCP). Recipient also agrees to comply with assurances and certifications made in the grant application, supporting documents, and with applicable federal statutes, regulations and guidelines.

Corporation for National and Community Service:

Notice of Grant Award

250 E Street SW, Suite 300
Washington, DC 20525-0001
(202) 606-5000

Foster Grandparent Program

Grantee

City of Santa Fe
200 Lincoln Ave Santa Fe NM 87504-1904

EIN: 856000168
UEI: QLN2YKMMJ8X6

Award Information

| | | | |
|----------------|------------|---------------------|-------------------------|
| Agreement No.: | 23SFDNM002 | Performance Period: | 07/01/2023 - 06/30/2026 |
| Amendment No.: | 0 | Budget Period: | 07/01/2023 - 06/30/2026 |
| CFDA No.: | | Grant Year: | 1 |

06/14/2023



City of Santa Fe
Legal Applicant

Signature

Award Date

Paulette Supria
Senior Grants Officer

Anya Alarid
Project Director

Daisy Gallardo, 202-815-4248
Grants Officer

Sandra M. Duran
Certifying Official/Executive Officer

Katie Klitgaard
Program Officer

July 5, 2023 5:25 PM

Santa Fe FGP

City of Santa Fe

Application ID: 23SF254109

Budget Dates: 07/01/2023 - 06/30/2026

| | Total Amt | CNCS Share | Grantee Share | Excess Amount |
|--|------------------|-----------------|------------------|---------------|
| Section I. Volunteer Support Expenses | | | | |
| A. Project Personnel Expenses | 122,531 | 6,000 | 116,531 | 0 |
| B. Personnel Fringe Benefits | 4,763 | 0 | 4,763 | 0 |
| FICA | 9,374 | 1,642 | 7,732 | 0 |
| Health Insurance | 24,520 | 5,600 | 18,920 | 0 |
| Retirement | 26,543 | 1,800 | 24,743 | 0 |
| Life Insurance | 0 | 0 | 0 | 0 |
| Total | \$65,200 | \$9,042 | \$56,158 | \$0 |
| C. Project Staff Travel | | | | |
| Local Travel | 350 | 0 | 350 | 0 |
| Long Distance Travel | 1,750 | 1,750 | 0 | 0 |
| Total | \$2,100 | \$1,750 | \$350 | \$0 |
| D. Equipment | | | | |
| E. Supplies | 2,400 | 0 | 2,400 | 0 |
| F. Contractual and Consultant Services | | | | |
| I. Other Volunteer Support Costs | 4,600 | 600 | 4,000 | 0 |
| Criminal Background Check | 282 | 0 | 282 | 0 |
| Total | \$4,882 | \$600 | \$4,282 | \$0 |
| J. Indirect Costs | | | | |
| Section I. Subtotal | \$197,113 | \$17,392 | \$179,721 | \$0 |
| Section II. Volunteer Expenses | | | | |
| A. Stipends | | | | |
| Corporation Funded | 16,704 | 16,704 | 0 | 0 |
| Non-Corporation Funded | 41,760 | 0 | 41,760 | 0 |
| Non-Stipended | | | | |
| Total | \$58,464 | \$16,704 | \$41,760 | \$0 |
| B. Other Volunteer Costs | 1,897 | 0 | 1,897 | 0 |
| Meals | 900 | 0 | 900 | 0 |
| Uniforms | 1,350 | 75 | 1,275 | 0 |
| Insurance | 202 | 0 | 202 | 0 |
| Recognition | 1,440 | 80 | 1,360 | 0 |
| Volunteer Travel | 5,896 | 1,262 | 4,634 | 0 |
| Physical Examinations | 0 | 0 | 0 | 0 |
| Total | \$11,685 | \$1,417 | \$10,268 | \$0 |
| Section II. Subtotal | \$70,149 | \$18,121 | \$52,028 | \$0 |
| Budget Totals | \$267,262 | \$35,513 | \$231,749 | \$0 |
| Funding Percentages | | 13.30% | 86.70% | |
| Required Match | | 10.00% | | |
| # of years Receiving CNCS Funds | | 21 | | |

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 20, 2023 09:13 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

EMILY OSTER, FINANCE DIRECTOR

2410116/490510

ORG/OBJECT

2023 Terms and Conditions for AmeriCorps Seniors Foster Grandparent (FGP) and Senior Companion Programs (SCP)

These AmeriCorps (AmeriCorps is the operating name for the Corporation for National and Community Service) **Grant Program Specific Terms and Conditions and the General Terms and Conditions, are binding on the recipient.**

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I. CHANGES FROM THE 2022 FGP and SCP PROGRAM TERMS AND CONDITIONS

- Section II. Added clarification that grantees must submit continuation applications to receive funding for years 2 and 3 of their award.
- Section VIII.: Removed the HHS/PMS reporting requirement
- Section VIII.A.: Removed the 6-month PPR Lite reporting requirement
- Section XII: Added annual Key Concepts of Financial Grants Management eCourse
- Throughout, changed "shall" (e.g., changed "shall not" to "may not" and "shall" to "must") to better comply with plain language requirements.

II. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of this award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period, but provides funding in increments on an annual basis. In approving a multi-year project period, AmeriCorps generally provides funds for only the first year of operation. Funding for subsequent years is contingent upon the grantee timely submitting a continuation application, satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. Grantees must submit a continuation application to receive funds for years two and three of the project period.

AmeriCorps reserves the right to adjust the amount of an award or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

III. PROHIBITION ON USE OF FUNDS

As specified in 42 U.S.C. § 5043(c), as well as in 45 CFR §§ 2551.121 and 2552.121, while charging time to a Senior Companion or Foster Grandparent or Senior program, accumulating service or training hours, or otherwise performing activities supported by the Senior Companion or Foster Grandparent Program or AmeriCorps, staff and volunteers may not engage in the following activities:

A. Political activities.

1. No part of any award may be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity. No project may be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:
 - a. Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or
 - b. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
 - c. Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But, in making registration applications and nonpartisan voter registration information available, employees of the sponsor may not express preferences or seek to influence decisions

concerning any candidate, political party, election issue, or voting decision.

2. Notwithstanding 42 U.S.C. § 5043(c), and 45 CFR §§ 2551.121(a)(3) and 2552.121(a)(3), anti-lobbying language in AmeriCorps's current appropriations legislation (like antilobbying language in AmeriCorps's past appropriations legislation) prohibits recipients from using AmeriCorps funds to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

B. Non-displacement of employed workers.

An AmeriCorps Seniors volunteer in the Senior Companion or Foster Grandparent Program may not perform any service or duty or engage in any activity that would otherwise be performed by an employee of the sponsor, or that would supplant the hiring of, or result in the displacement of employees, or impair existing contracts for services.

C. Compensation for service.

A Senior Companion or Foster Grandparent Program agency or organization to which AmeriCorps Seniors volunteers are assigned, or which operates or supervises any Senior Companion or Foster Grandparent program, may not request or receive any compensation from AmeriCorps Seniors volunteers or from beneficiaries for services of AmeriCorps Seniors volunteers.

1. The regulations do not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by the AmeriCorps grant.
2. A volunteer station may contribute to the financial support of the Foster Grandparent or Senior Companion Program. However, this support may not be a required precondition for a potential station to obtain Senior Companion or Foster Grandparent Program services.

3. If a volunteer station agrees to provide funds to support additional AmeriCorps Seniors volunteers, or pay for other volunteer support costs, the agreement must be stated in a written Memorandum of Understanding. The sponsor must withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.
4. Under no circumstances may AmeriCorps Seniors volunteers receive fees for service from service recipients, their legal guardians, members of their family, or friends.

D. Labor and anti-labor activity.

The sponsor may not use grant funds directly or indirectly to finance labor or antilabor organizations or related activities.

E. Fair labor standards.

A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities must pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

F. Religious activities.

Neither an AmeriCorps Seniors volunteer, nor a member of the project staff funded by AmeriCorps, may give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

1. A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use AmeriCorps funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

G. Nepotism.

Persons selected for project staff positions may not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the

sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor and upon prior notification and approval by AmeriCorps.

H. Abortion Services or Referrals.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps Seniors program or AmeriCorps Seniors, staff and volunteers may not engage in providing abortion services or referrals for receipt of service.

IV. STIPENDS

The recipient may not expend funds approved for payment of stipends for any other purpose without the prior written approval of AmeriCorps' Portfolio Manager.

V. FAILURE TO MAINTAIN VOLUNTEER SERVICE YEARS

Failure of the Recipient to maintain Volunteer Service Year (VSY) program levels in accordance with the approved work plan and budget covered by the Notice of Grant Award may result in a reduction of funding for the succeeding year in accordance with AmeriCorps Seniors program policies.

VI. EXTERNAL EVALUATION AND DATA COLLECTION

The recipient must cooperate with AmeriCorps and its evaluators in all monitoring and evaluation efforts. As part of this effort, the recipient must collect and submit certain project data, as defined in the Progress Report Supplement (PRS), and must provide data as requested or needed to support external evaluations.

VII. LOBBY DISCLOSURE

- A.** No Federal appropriated funds may be used by the recipient to pay to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B.** Any recipient who requests or receives a grant from AmeriCorps must file with AmeriCorps a certification, set forth in 31 U.S.C. Section 1352 ("Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions"), which generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific grant or cooperative agreement. By signing and submitting an application, the application provides certification that the recipient understands and will comply with this statutory requirement and that the recipient has not made, and will not make, any payment prohibited under section VII.A. above.
- C.** For AmeriCorps Seniors grant awards in the Foster Grandparent and Senior Companion Programs that exceed \$100,000, pursuant to 31 U.S.C. 1352, the recipient is required to file with AmeriCorps a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, at the end of any quarter, when the recipient has paid or agreed to pay, using non-appropriated funds (including any profits from any covered Federal action) any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. If applicable, the report must be submitted to the grantee's AmeriCorps Senior Portfolio Manager.

VIII. REPORTING REQUIREMENTS

The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report at the end of the period.

- A. Progress Reports.** The recipient must complete and submit an annual progress report. The report is submitted through the appropriate electronic system no later than 30 days after the end of the reporting period.

| Due Date | Reporting Period Covered |
|-----------------|---------------------------------|
| July 30, 2024 | April 1, 2023 - June 30, 2024 |
| July 30, 2024 | July 1, 2023 - June 30, 2024 |

- B. Financial Reports.** The recipient must complete and submit financial reports in eGrants to report the status of all funds. The recipient must submit timely financial reports, reporting on a cumulative basis from the start of the grant over the performance period of the grant, in accordance with AmeriCorps guidelines.

Recipients with budget periods starting in April submit according to the following schedule:

| Due Date | Reporting Period Covered |
|------------|-------------------------------|
| October 30 | April 1 - September 30 |
| April 30 | October 1 - March 31 |
| July 30 | April 1, 2024 - June 30, 2024 |

Recipients with budget periods starting in July submit according to the following schedule:

| Due Date | Reporting Period Covered |
|------------|--------------------------|
| July 30 | January 1 - June 30 |
| January 30 | July 1 - December 31 |

- C. Final Financial Report.** Recipients completing the final year of their award must submit, in lieu of the last semi-annual financial report, a final financial report in eGrants. This final financial report is due no later than 120 days after the end of the project period.
- D. Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when: 1) the report cannot be furnished in a timely manner for reasons, in the determination of AmeriCorps, which are legitimately beyond the control of the recipient, and 2) AmeriCorps receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for reports may only be granted by the AmeriCorps Portfolio Manager, as appropriate.

IX. PROGRAM INCOME

- A. General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the grant period, must be retained by the recipient and used to finance the grant's non- AmeriCorps share.
- B. Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR § 200.307(e)(1) and be deducted from total claimed costs, or with prior written approval from AmeriCorps, the requirements of 2 CFR § 200.307(e)(2) through a budget amendment have unexpended program income must report it online "o" of the Federal Financial Report (FFR).
- C. Fees for service.** When using assistance under this grant, the recipient may not enter into a contract for or accept fees for service performed by participants when:
 - 1. The service benefits a for-profit entity.
 - 2. The service falls within the other prohibited activities set forth in statute, regulation, or these grant terms and conditions.

X. BUDGET AND PROGRAMMATIC CHANGES

- A. Programmatic Changes.** The recipient must first obtain the prior written approval of the AmeriCorps Portfolio Manager before making any of the following changes (1-3):
 - 1. Changes in the scope, objectives or goals of the project, transfer of the project effort, or project timeline whether or not they involve budgetary changes.
 - 2. Substantial changes in key personnel specified in the application.
 - 3. The disengagement from the project for more than three months, or at least a 25 percent reduction in time devoted to the project by the approved Project Director.

Upon notification to the AmeriCorps Portfolio Manager, recipients may make programmatic changes due to, or in response to, an officially declared state or national disaster without written approval from AmeriCorps. As soon as practicable, recipients making disaster-related programmatic changes must discuss the performance measure adjustments, and other AmeriCorps grant requirements with the AmeriCorps Portfolio Manager. While written approval from

AmeriCorps is not required before making disaster-related programmatic changes, AmeriCorps reserves the right to limit or deny disaster-related programmatic changes, including disallowing costs associated with the disaster related activities.

B. Budgetary Changes. The recipient must obtain the prior written approval of AmeriCorps' Portfolio Manager before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal grants at 2 CFR § 200.407. Certain cost items in 2 CFR § 200.407 require prior written approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
2. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
3. Unless the AmeriCorps share of the grant is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by AmeriCorps. The total budget includes both the AmeriCorps and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

C. Approval of Programmatic and Budget Changes. AmeriCorps' Portfolio Managers are the only officials who have the authority to alter or change the terms and conditions or requirements of the grant. Portfolio Managers will execute written amendments and recipients should not assume approvals have been granted unless documentation from AmeriCorps' Office of Grant Administration (OGA) has been received via a Notice of Grant Award. Programmatic changes also require final approval of AmeriCorps' OGA after written recommendation for approval is received from the Portfolio Manager.

XI. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All recipients **must** complete and retain a certificate of completion of the AmeriCorps National Service Criminal History Check (NSCHC) e-course training every year to

ensure that recipients conducting criminal history background checks comply with all NSCHC requirements. The AmeriCorps designated e-course provides a thorough overview of the requirements and can be found at: <https://americorpsonlinecourses.litmos.com>. Each grant recipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the grant recipient. The grant recipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients must save certificates of completion from each year as grant records.

XII. KEY CONCEPTS OF FINANCIAL GRANTS MANAGEMENT TRAINING

All recipients must complete and retain a certificate of completion of the AmeriCorps' Key Concepts of Financial Grants Management eCourse training every year to ensure that recipients are aware of major financial grants management requirements for all federal recipients. The AmeriCorps designated eCourse provides a thorough overview of the requirements and can be found at: <https://americorpsonlinecourses.litmos.com/account/login/?C=7513619>.

Each grant recipient must identify at minimum one staff person who has some responsibility for financial grants management compliance to fulfill this requirement on behalf of the grant recipient. The grant recipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients must save certificates of completion from each year as grant records.

FY 2023 GENERAL GRANT AND COOPERATIVE AGREEMENT TERMS AND CONDITIONS

By accepting funds under this award from AmeriCorps (AmeriCorps is the operating name for the Corporation for National Service), the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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I. CHANGES FROM THE 2022 GENERAL TERMS AND CONDITIONS

- A. Section III.F.: Updated to reflect National Service Criminal History Check Requirements enacted in 2021.
- B. Section III.H.: Updated Recognition of AmeriCorps Support to reflect current requirements.
- C. Section III.I.: Updated to include the Office of Inspector General's new web-based portal to report Fraud, Waste, and Abuse.

II. GOVERNING AUTHORITIES

A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and AmeriCorps' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and AmeriCorps' implementing regulations, as applicable.

B. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations. 2 CFR Part 200, and the August 2020 amendments thereto are incorporated into these terms and conditions by reference.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program-Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these AmeriCorps' General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program-Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) AmeriCorps Program Specific Terms and Conditions, (e) AmeriCorps General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

III. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of AmeriCorps. The recipient is accountable to AmeriCorps for its operation of the program and the use of AmeriCorps award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of AmeriCorps on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to AmeriCorps.
2. **Subawards.** If authorized by law and permitted by AmeriCorps, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.332 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR §200.208, § 200.332, § 200.339, and 2 CFR Part 200 Subpart F.

3. **Notice to AmeriCorps.** The recipient will notify the appropriate AmeriCorps Portfolio Manager immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the AmeriCorps Portfolio Manager about the corrective action taken or contemplated

by the recipient and any assistance needed to resolve the situation. Recipients must also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. I.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).
3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi- annually through AmeriCorps' eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. As part of closing out individual awards, recipients must submit a quarterly report to PMS and ensure it reconciles to the drawn amount and FFR in eGrants as applicable within 120 days of the end of the project period. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, AmeriCorps may randomly select recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). AmeriCorps expects recipients' and subrecipients' financial*

management systems to be able to produce those supporting reports on a routine basis.

4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.334-200.338 and §200.332(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 - Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) - provides an exhaustive list of those other items requiring AmeriCorps' advance approval.

D. BANKRUPTCY

The recipient must notify AmeriCorps if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of AmeriCorps funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in AmeriCorps' Program Specific Terms and Conditions and in other guidance.

F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. On February 24, 2021, AmeriCorps published a new NSCHC regulation that went into effect May 1, 2021. See 45 CFR §§ 2540.200-2540.207 and National Service Criminal History Checks for complete information and FAQs. The regulation requires recipients to conduct and document NSCHCs on specific individuals. Refer to 45 CFR §§ 2540.200-2540.201 for the list of entities and individuals required to comply with NSCHC. The NSCHC must be conducted, reviewed, and an eligibility determination made by the grant recipient based on the results of the NSCHC no later than the day before a person begins to work or serve on an NSCHC-required grant. An individual is ineligible to work or serve in a position specified in 45 CFR § 2540.201(a) if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless AmeriCorps has provided a recipient with a written waiver, recipients must perform the following checks for each individual in a position specified in 45 CFR § 2540.201(a):

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. A name- or fingerprint-based check of the state criminal history record repository or agency-designated alternative for the person's state of residence and state where the person will serve/work; and
3. A fingerprint-based FBI criminal history check through the state criminal history record repository or agency-approved vendor.

One way for grant recipients or subrecipients to obtain and document the required components of the NSCHC is through the use of agency-approved vendors.

Recipients and subrecipients must retain adequate documentation that they completed all required components of the NSCHC specified in 45 CFR §§ 2540.200-2540.207. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions which may include disallowance of costs.

G. THE OFFICE OF INSPECTOR GENERAL

AmeriCorps' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of AmeriCorps' programs and operations. Based on the results of these audits, reviews, and investigations, the OIG

recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in AmeriCorps' programs and operations.

The OIG conducts and supervises audits of AmeriCorps recipients, as well as legally required audits and reviews. The legally required audits include evaluating AmeriCorps' compliance with the Payment Integrity Information Act of 2019, which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from AmeriCorps management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with AmeriCorps requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

H. RECOGNITION OF AMERICORPS SUPPORT

1. **General Statement.** Recipients and subrecipients of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps or AmeriCorps Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to AmeriCorps programs and initiatives must explicitly state that the program is an AmeriCorps or AmeriCorps Seniors program.

Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects or initiatives as either AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers or where appropriate for Volunteer Generation Fund simply "volunteers."

2. **Visual Representations and Prominent Display.** Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide recipients technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which

recipients and subrecipients should refer and follow. The brand guidelines are available at [Communication resources | AmeriCorps](#).

All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps recipient or funded by a grant from AmeriCorps and shall prominently display the AmeriCorps or AmeriCorps Seniors logo. Logo graphics should be embedded with a link back to the [AmeriCorps.gov](#) home page (referral link) or to an AmeriCorps program-specific web page at [AmeriCorps.gov](#). Recipients and subrecipients shall prominently display the AmeriCorps, AmeriCorps Seniors, or appropriate AmeriCorps Day of Service name and logo on all service gear and public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

3. **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps or AmeriCorps Seniors logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

This material is based upon work supported by AmeriCorps under Grant No(s) []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."

4. **Brand Identification through Publicity.** Recipients shall provide information or training to their AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers, or Volunteer Generation Fund volunteers about how their programs, projects or initiatives are part of AmeriCorps. Recipients are strongly encouraged to place signs that include the AmeriCorps or AmeriCorps Seniors name and logo, or the appropriate AmeriCorps version of the Day of Service logo at all their service sites and may use the slogan "AmeriCorps Serving Here" or "AmeriCorps Seniors Serving Here," as appropriate.

When AmeriCorps members and programs or AmeriCorps Seniors volunteers and programs are publicized - including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels - individuals must be identified as AmeriCorps members or AmeriCorps Seniors volunteers, while programs should

be identified as AmeriCorps or AmeriCorps Seniors programs or projects and, where possible, appropriate logos must be displayed.

5. **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Recipients may not alter the AmeriCorps or AmeriCorps Seniors logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo on materials that will be sold. Recipients must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in promotional materials.
6. **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in connection with any activity prohibited by statute or regulation, including any political activities.

I. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG **and** their Portfolio Manager **without delay** when they **first suspect**:

1. Any criminal activity or violations of law has occurred, such as:
 - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including AmeriCorps personnel, grantees, or contractors—even if no federal funds or property was involved;
 - Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations;
 - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
 - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
 - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
 - Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.
2. Fraud, waste, or abuse.
 - Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive

something of value or to deprive someone, including the government, of something of value.

- Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
- Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached via a web-based hotline portal or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

J. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or award of AmeriCorps) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at Whistleblower Rights and Protections | AmeriCorps (americorpsoig.gov).

K. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

L. AWARD MONITORING

1. **Monitoring Activities.** AmeriCorps may conduct on-site or remote monitoring activities to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to make verifications of recipient compliance with the terms of the award; to conduct interviews; to identify any practice or procedure that may require further scrutiny; and to provide technical assistance.
2. **Responding to information requests.** Pursuant to 2 CFR 200.337, AmeriCorps may request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Payment Integrity Information Act of 2019. ***Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.***

M. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Recipients and subrecipients must also prominently post and make program participants aware of AmeriCorps' Program Civil Rights and Non-Harassment Policy which is reissued annually and available at AmeriCorps.gov.

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 - Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to AmeriCorps timely, complete, and accurate compliance information to allow AmeriCorps to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.334-200.338 and § 200.331(a)(5).
4. **Obligation to Cooperate.** The recipient must cooperate with AmeriCorps so that AmeriCorps can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by AmeriCorps during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance. The recipient and subrecipients must cooperate when contacted regarding investigations into allegations of discrimination including, but not limited to, providing requested documentation and making relevant officials available to provide information and/or statements.

N. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving AmeriCorps funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

O. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate AmeriCorps logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

"This material is based upon work supported by AmeriCorps, the operating name of the Corporation for National and Community Service, under Grant No(s).[.]. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps or [the relevant AmeriCorps program]."

P. SUSPENSION OR TERMINATION OF AWARD

AmeriCorps may suspend or terminate this award in accordance with 2 CFR §§ 200.200.339 and 200.340 (85 FR 49506, 49559-60) such as applicable AmeriCorps regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.339 and 200.340, provided that such action complies with 2 CFR § 200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by AmeriCorps. As before the clarifications to 2 CFR Part 200, AmeriCorps may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

Q. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - i. Violates a prohibition in paragraph (a.) of this award term; or
 - ii. Has an employee who violates a prohibition in paragraph (a.) of this award term through conduct that is either:
 - (A.) Associated with performance under this award; or
 - (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.
2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity-
 - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is -
 - i. Associated with performance under this award; or
 - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.

3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 - a. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
 - ii. Includes:
 - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - (b.) A for-profit organization.
 - d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

R. SYSTEM FOR AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

1. Requirement for System for Award Management (SAM) Registration: Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your SAM registration information until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Additionally, recipients' legal applicant name and physical address in eGrants must align exactly to the information in their SAM registration.
2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
 - a. Must have a Unique Entity Identifier
 - b. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
 - c. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions. For purposes of this award term:

System for Award Management (SAM) means the Federal repository for standard information about applicants and recipients. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/content/Home>).

- a. Unique Entity Identifier (UEI) is the universal identifier for Federal financial assistance applicants, as well as recipients and their direct subrecipients. It is generated by SAM.
- b. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

- b. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

S. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$30,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.
 - a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
 - b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7th in a given year, the obligation must be reported by no later than the end of December.)
 - c. What to report.
 - i. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
 - a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. The total Federal funding authorized to date under this award is \$30,000 or more;
 - ii. In the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

- financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:
 - i. As part of your registration profile <https://www.sam.gov/content/Home> by the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
- a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. In the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions. For purposes of this award term:
 - a. Entity means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
 - b. Executive means officers, managing partners, or any other employees in management positions.
 - c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

T. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your AmeriCorps Portfolio Manager, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The AmeriCorps conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must

neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

U. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report.

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant.

It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

V. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information (PII). OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your AmeriCorps grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to AmeriCorps. Grantees experiencing a breach should immediately notify AmeriCorps' Office of Information Technology, and the AmeriCorps Portfolio Manager.

IV. Program Civil Rights and Non-Harassment Policy.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

EMILY OSTER, FINANCE DIRECTOR

2410116/490510

ORG/OBJECT

FY24 FGP BUDGET EXPENSES

| ORG | OBJECT | ACCT NAME | AMOUNT |
|---------|--------|-------------------------|---------------|
| 2410116 | 500110 | SALARIES | \$ 122,530.32 |
| 2410116 | 503100 | FICA | \$ 9,373.56 |
| 2410116 | 503150 | PERA | \$ 26,543.14 |
| 2410116 | 503200 | EMP. HEALTH INS. | \$ 24,520.14 |
| 2410116 | 503250 | RETIREE HEALTH CARE | \$ 2,269.08 |
| 2410116 | 503350 | WORKERS COMP | \$ 1,215.46 |
| 2410116 | 503400 | DENTAL | \$ 1,278.99 |
| 2410116 | 562975 | STIPENDS | \$ 58,464.00 |
| 2410116 | 560200 | OUT OF STATE PER DIEM | \$ 1,050.00 |
| 2410116 | 560500 | OUT OF STATE TRANS. | \$ 700.00 |
| 2410116 | 560550 | IN STATE TRANS. | \$ 5,896.40 |
| 2410116 | 531000 | GASOLINE | \$ 350.00 |
| 2410116 | 530200 | OPERATING | \$ 2,550.00 |
| 2410116 | 530100 | OFFICE | \$ 1,200.00 |
| 2410116 | 530500 | UNIFORMS | \$ 700.00 |
| 2410116 | 510340 | OTHER CONSULTING | \$ 1,182.00 |
| 2410116 | 530710 | SOFTWARE SUBSCRIPTIONS | \$ 350.00 |
| 2410116 | 562900 | RECRUITMENT | \$ 1,400.00 |
| 2410116 | 530400 | FOOD | \$ 2,000.00 |
| 2410116 | 555860 | MIS INS PREMIUM | \$ 202.00 |
| 2410116 | 560250 | IS PERDIEM | \$ 1,897.00 |
| 2410116 | 560700 | REGISTRATION | \$ 150.00 |
| 2410116 | 562850 | RECOGNITION | \$ 1,440.00 |
| | | | \$ 267,262.09 |
| 2410116 | 490510 | AmeriCorps-Federal | \$ 35,513.00 |
| 2410116 | 490240 | State of NM ALTSD-State | \$ 88,208.17 |
| 2410116 | | Local | \$ 143,540.92 |
| | | | \$ 267,262.09 |

PROJ.LEDGER#

COM2324101

\$1200 OPERATING SUPPLIES
\$1350 VOLUNTEER UNIFORMS

\$282 BACKGROUND/GRANTEE CONTRACTUAL
\$900 MEALS/VOLUNTEER FRINGE

\$225 NM CONFERENCE MEALS
\$1672 NM CONFERENCE LODGING

13%
33%
54%

FY24 SCP BUDGET EXPENSES

| ORG | OBJECT | ACCT NAME | AMOUNT |
|---------|--------|-------------------------|---------------|
| 2410116 | 500110 | SALARIES | \$ 51,717.00 |
| 2410116 | 503100 | FICA | \$ 3,956.35 |
| 2410116 | 503150 | PERA | \$ 11,203.19 |
| 2410116 | 503200 | EMP. HEALTH INS. | \$ 9,951.14 |
| 2410116 | 503250 | RETIREE HEALTH CARE | \$ 1,034.34 |
| 2410116 | 503350 | WORKERS COMP | \$ 425.81 |
| 2410116 | 503400 | DENTAL | \$ 505.65 |
| 2410116 | 510340 | OTHER CONSULTING | \$ 582.00 |
| 2410116 | 530100 | OFFICE | \$ 1,300.00 |
| 2410116 | 530200 | OPERATING | \$ 3,150.00 |
| 2410116 | 530400 | FOOD | \$ 1,216.00 |
| 2410116 | 530500 | UNIFORMS | \$ 700.00 |
| 2410116 | 530710 | SOFTWARE SUBSCRIPTIONS | \$ 350.00 |
| 2410116 | 531000 | GASOLINE | \$ 350.00 |
| 2410116 | 555860 | MIS INS PREMIUM | \$ 202.00 |
| 2410116 | 560250 | IS PERDIEM | \$ 1,525.46 |
| 2410116 | 560550 | IN STATE TRANS. | \$ 39,187.74 |
| 2410116 | 560700 | REGISTRATION | \$ 150.00 |
| 2410116 | 562850 | RECOGNITION | \$ 2,080.00 |
| 2410116 | 562900 | RECRUITMENT | \$ 2,000.00 |
| 2410116 | 562975 | STIPENDS | \$ 75,168.00 |
| | | | \$ 206,754.68 |
| 2410116 | 490240 | State of NM ALTSD-State | \$ 166,304.83 |
| 2410116 | | Local | \$ 40,449.85 |
| | | | \$ 206,754.68 |

SSD2124109

\$1200 OPERATING SUPPLIES
\$1950 VOLUNTEER UNIFORMS

\$282 BACKGROUND/GRANTEE CONTRACTUAL
\$300 MEALS/VOLUNTEER FRINGE

\$225 NM CONFERENCE MEALS
\$1300.46 NM CONFERENCE LODGING

80%
20%

| FY24 RSVP BUDGET EXPENSES | | | July 1 - June 30 | SSD2324104 |
|---------------------------|--------|-------------------------|------------------|--|
| ORG | OBJECT | ACCT NAME | AMOUNT | |
| 2410116 | 500110 | SALARIES | \$ 89,769.33 | \$2924.35 ADVERTISING/OTHER GRANTEE COSTS |
| 2410116 | 503100 | FICA | \$ 7,191.74 | \$679 VOLUNTEER EDUCATION AARP SMART DRIVER/OTHER VOLUNT |
| 2410116 | 503150 | PERA | \$ 20,565.47 | \$219.75 BACKGROUND/GRAantee CONTRACTUAL |
| 2410116 | 503200 | EMP. HEALTH INS. | \$ 23,891.28 | |
| 2410116 | 503250 | RETIREE HEALTH CARE | \$ 1,835.83 | |
| 2410116 | 503350 | WORKERS COMP | \$ 1,258.10 | |
| 2410116 | 503400 | DENTAL | \$ 1,074.10 | |
| 2410116 | 510340 | OTHER CONSULTING | \$ 3,823.10 | |
| 2410116 | 530100 | OFFICE | \$ 543.75 | |
| 2410116 | 530200 | OPERATING | \$ 525.25 | |
| 2410116 | 530500 | UNIFORMS | \$ 700.00 | |
| 2410116 | 530710 | SOFTWARE SUBSCRIPTIONS | \$ 100.00 | |
| 2410116 | 531000 | GASOLINE | \$ 445.50 | |
| 2410116 | 555860 | MISC INS PREMIUM | \$ 3,679.25 | |
| 2410116 | 560250 | IS PERDIEM | \$ 600.00 | |
| 2410116 | 560550 | IN STATE TRANS. | \$ 19,344.65 | |
| 2410116 | 560700 | REGISTRATION | \$ 300.00 | |
| 2410116 | 562850 | RECOGNITION | \$ 10,112.50 | |
| 2410116 | 562900 | RECRUITMENT | \$ 200.00 | |
| | | | \$ 185,959.85 | |
| 2410116 | 490510 | AmeriCorps-Federal | \$ 37,500.00 | 20% (July 1-March 31) |
| 2410116 | 490240 | State of NM ALTSD-State | \$ 58,607.00 | 32% |
| 2410116 | | Local | \$ 89,852.85 | 48% |
| | | | \$ 185,959.85 | |

TOTAL \$ 659,976.62

| | | | State | Federal | Local | State | Federal | Local | State | Federal | Local | | |
|---------|---------------------------|------------------------------|-------------------------------------|---------|--------------|---------------------|-------------|--------------|--------------|--------------|--------------|---------------|-------------|
| | | | Volunteer Programs 24-624-4000-0024 | | | | | | | | | | |
| | | | Senior Companion | | | Foster Grandparents | | | RSVP | | | Total | Difference |
| 2410116 | Senior Volunteer P 500004 | Vacancy Credit-Salaries | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 500005 | Vacancy Credit-Benefits | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 500110 | Salaries (General) | \$ 25,991.63 | | \$ 25,725.37 | \$ 23,859.77 | \$ 6,000.00 | \$ 92,670.55 | \$ 21,679.00 | \$ 17,467.00 | \$ 50,623.33 | \$ 264,016.65 | (13,917.35) |
| 2410116 | Senior Volunteer P 501400 | Overtime | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 501510 | OT-Fire Worked Holiday @ 1.5 | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 501900 | Shift Differential | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 502000 | Annual Leave | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 502010 | Personal Day | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 502015 | Miscellaneous Leave | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 502050 | Comp-time | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 502100 | Sick Leave | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 502200 | Incentives | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 503100 | FICA | \$ 1,479.00 | | \$ 2,477.35 | \$ 1,988.00 | \$ 1,642.00 | \$ 5,743.56 | \$ 2,660.00 | \$ 365.00 | \$ 4,166.74 | \$ 20,521.65 | (740.35) |
| 2410116 | Senior Volunteer P 503150 | Retirement (PERA) | \$ 4,607.00 | | \$ 6,596.19 | \$ 1,800.00 | \$ 1,800.00 | \$ 22,943.14 | \$ 2,874.00 | \$ 428.00 | \$ 17,263.47 | \$ 58,311.80 | (4,327.20) |
| 2410116 | Senior Volunteer P 503200 | Employee Health Insurance | \$ 5,498.00 | | \$ 4,453.14 | \$ 1,500.00 | \$ 5,600.00 | \$ 17,420.14 | \$ 5,000.00 | \$ 3,804.00 | \$ 15,087.28 | \$ 58,362.56 | 3,746.56 |
| 2410116 | Senior Volunteer P 503250 | Retiree Health Care | \$ 600.00 | | \$ 434.34 | | | \$ 2,269.08 | \$ 707.00 | \$ 229.00 | \$ 899.83 | \$ 5,139.25 | (419.75) |
| 2410116 | Senior Volunteer P 503350 | Workers' Comp | \$ 100.00 | | \$ 325.81 | | | \$ 1,215.46 | \$ 90.00 | \$ 38.00 | \$ 1,130.10 | \$ 2,899.37 | (99.63) |
| 2410116 | Senior Volunteer P 503400 | City Share Dental Insurance | \$ 68.00 | | \$ 437.65 | | | \$ 1,278.99 | \$ 272.00 | \$ 120.00 | \$ 682.10 | \$ 2,858.74 | 1,006.74 |
| 2410116 | Senior Volunteer P 503450 | Uniform Allowance | | | | | | | | | | | |
| 2410116 | Senior Volunteer P 510340 | Other Consulting | \$ 582.00 | | | \$ 1,182.00 | | | \$ 604.75 | \$ 294.00 | | \$ 2,662.75 | (1,349.25) |
| 2410116 | Senior Volunteer P 520500 | Rep & Maint Vehicles | | | | | | | | | | | 0.00 |
| 2410116 | Senior Volunteer P 530100 | Office Supplies | \$ 1,300.00 | | | \$ 1,200.00 | | | \$ 375.00 | \$ 168.75 | | \$ 3,043.75 | (406.25) |
| 2410116 | Senior Volunteer P 530200 | Operating Supplies | \$ 3,150.00 | | | \$ 2,475.00 | \$ 75.00 | | \$ 301.00 | \$ 224.25 | | \$ 6,225.25 | 340.25 |
| 2410116 | Senior Volunteer P 530400 | Food | \$ 1,216.00 | | | \$ 2,000.00 | | | | | | | (2,400.00) |
| 2410116 | Senior Volunteer P 530500 | Uniform Clothing & Linen | \$ 700.00 | | | \$ 700.00 | | | \$ 700.00 | | | \$ 2,100.00 | 1,100.00 |
| 2410116 | Senior Volunteer P 530710 | Software Subscriptions | \$ 350.00 | | | \$ 350.00 | | | \$ 100.00 | | | \$ 800.00 | 44.00 |
| 2410116 | Senior Volunteer P 530850 | Auto Parts | | | | | | | | | | \$ - | 0.00 |
| 2410116 | Senior Volunteer P 531000 | Gasoline | \$ 350.00 | | | \$ 350.00 | | | | \$ 445.50 | | \$ 1,145.50 | 1,145.50 |
| 2410116 | Senior Volunteer P 555860 | Misc. Insurance Prem | \$ 202.00 | | | \$ 202.00 | | | \$ 2,054.00 | \$ 1,625.25 | | \$ 4,083.25 | 642.25 |
| 2410116 | Senior Volunteer P 560200 | Out of State Per Diem | | | | | \$ 1,050.00 | | | | | | (3,479.00) |
| 2410116 | Senior Volunteer P 560250 | In State Per Diem | \$ 1,525.46 | | | \$ 1,897.00 | | | \$ 600.00 | | | \$ 4,022.46 | 922.46 |

| | | | State | Federal | Local | State | Federal | Local | State | Federal | Local | |
|-------------------------------------|---------------------------|-----------------------------|---------------------|---------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|---------------------------|
| Volunteer Programs 24-624-4000-0024 | | | | | | | | | | | | |
| Senior Companion | | | Foster Grandparents | | | RSVP | | | | | | |
| 2410116 | Senior Volunteer P 560500 | Out of State Transportation | | | | \$ 700.00 | | | | | | (1,783.00) |
| 2410116 | Senior Volunteer P 560550 | In State Transportation | \$ 39,187.74 | | | \$ 4,634.40 | \$ 1,262.00 | | \$ 12,342.25 | \$ 7,002.40 | | \$ 64,428.79 23,416.79 |
| 2410116 | Senior Volunteer P 560700 | Registration | \$ 150.00 | | | \$ 150.00 | | | \$ 300.00 | | | \$ 600.00 (2,080.00) |
| 2410116 | Senior Volunteer P 561850 | Advertising | | | | | | | \$ 298.00 | \$ 2,626.35 | | \$ 2,924.35 2,924.35 |
| 2410116 | Senior Volunteer P 562850 | Recognition | \$ 2,080.00 | | | \$ 1,360.00 | \$ 80.00 | | \$ 7,450.00 | \$ 2,662.50 | | \$ 13,632.50 2,132.50 |
| 2410116 | Senior Volunteer P 562900 | Recruitment | \$ 2,000.00 | | | \$ 800.00 | \$ 600.00 | | \$ 200.00 | | | \$ 3,600.00 499.00 |
| 2410116 | Senior Volunteer P 562950 | Physical | | | | | | | | | | 0.00 |
| 2410116 | Senior Volunteer P 562975 | Stipends | \$ 75,168.00 | | | \$ 41,760.00 | \$ 16,704.00 | | | | | \$ 133,632.00 (29,621.00) |
| 2410116 | Senior Volunteer P 700100 | Operating Transfers Out | | | | | | | | | | |
| | | | \$ 166,304.83 | # | \$ 40,449.85 | \$ 88,208.17 | \$ 35,513.00 | \$ 143,540.92 | \$ 58,607.00 | \$ 37,500.00 | \$ 89,852.85 | |
| | | | | | \$ 206,754.68 | | | \$ 267,262.09 | | | \$ 185,959.85 | |









24-0013 Corporation for National and Community Service

Final Audit Report

2024-01-12

| | |
|-----------------|--|
| Created: | 2024-01-12 |
| By: | Xavier Vigil (xivigil@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAeUboBFyq3cl0VM5MGgsIsROpZRUnmS7X |

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