



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 07/08/2015**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2015**

**ISSUE:**

8. Request for Approval of Grant Award - Division of Senior Services' Foster Grandparent Program, Retired Senior Volunteer Program and Senior Companion Program FY 2015/2016; State of New Mexico Aging and Long Term Services Department. (Melanie Montoya)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

**FUNDING SOURCE: Various Funds**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/29/2015

# City of Santa Fe, New Mexico

# memo

Date: June 16, 2015

To: Finance Committee & City Council

Via:   
 Isaac J. Pino, Community Svcs. Dept. Director

Ron J. Vialpando, Division of Senior Svcs. Director 

From: Melanie M. Montoya, DSS Program Administrator 

Subject: Request Approval of Grant Contract – State of New Mexico,  
 Aging & Long Term Services Department/Budget Grant Increase

- a. Foster Grandparent Program
- b. Retired Senior Volunteer Program
- c. Senior Companion Program

**Item & Issue:**

Request approval and acceptance of the State of New Mexico, Aging & Long Term Services Department Contract and Notice of Grant Awards for the Division of Senior Services' Foster Grandparent Program (FGP business unit 22591), Retired Senior Volunteer Program (RSVP business unit 22590), and Senior Companion Program (SCP business unit 22583). These documents reflect annualized appropriations of federal and/or state funding for the Fiscal Year 2015/2016. Please note that this process is an annual formality. Listed is a breakdown of amounts received per program from the federal (Corporation for National and Community Services) and state (Aging and Long Term Services Department) agencies:

Program	Federal	State	Total
Foster Grandparent Program	24,833	106,275	<b>\$131,108</b>
Retired & Senior Volunteer Program	28,912	44,000	<b>\$72,912</b>
Senior Companion Program	-0-	161,461	<b>\$161,461</b>
<b>Total</b>	<b>\$53,745</b>	<b>\$311,736</b>	<b>\$365,481</b>

For your reference, our Foster Grandparent Program provides opportunities for our senior volunteers to assist children in classrooms with special and exceptional needs. Our Senior Companion Program arranges for active seniors to visit and assist frail, homebound elderly clients in their homes.

Our Retired Senior Volunteer Program recruits and provides meaningful community opportunities for senior volunteers to help others by sharing their experience, knowledge and efforts. RSVP volunteers work in soup kitchens, nursing homes, hospitals, libraries, senior centers, shelters and provide benefits counseling.

**Recommended Action:**

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

c: Shirley Coca-Barela, Financial Analyst

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #16-624-4000-0024

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.

B. The Department shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 2.

2. Compensation.

A. The Department shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$311,736.00 as listed in Attachment 3. 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 NOT BECOME EFFECTIVE UNTIL APPROVED BY THE DEPARTMENT. This Agreement shall terminate on **June 30, 2016**, 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: Michelle Quintana  
Aging and Long Term Services Department  
PO Box 27118  
Santa Fe, NM 87502

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

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.



**Attachment 1- Scope of Work**

City of Santa Fe

**A. PURPOSE**

The purposes of the Volunteer Program(s) are to provide meaningful opportunities for older adults to engage in their communities and help address critical community needs.

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

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

- c. The **Retired and Senior Volunteer Program (RSVP)** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. The Retired Senior Volunteer Program (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 persons aged 55 or older to engage in volunteer activities designed to meet critical community needs.

**B. POPULATIONS TO BE SERVED**

1. The **FGP** volunteers will serve children under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, in order to maintain or improve the children's health status and psychosocial functioning.

2. The **SCP** volunteers will 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. The **RSVP** volunteers will serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

### **C. RESPONSIBILITIES OF THE CONTRACTOR**

#### **1. Program Requirements:**

- a. The Contractor must be designated as an official Senior Corps program through the federal Corporation for National and Community Service (CNCS) in the proposed service area(s).
- b. The Contractor shall administer one, two, or all three volunteer programs, in one or more service areas, 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), NM ALTSD policies and procedures, and CNCS federal statutes, regulations and guidelines applicable to each of the volunteer programs.
- 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 with volunteer stations. The placement of volunteers must be governed by a Memorandum of Understanding between the Contractor and the volunteer station(s).
- f. The Contractor shall work closely with the volunteer station(s) to develop an assignment plan which clearly outlines each volunteer's activities and is mutually agreed upon by the Contractor, volunteer station and volunteer.
- g. The Contractor shall comply with the National Service Criminal History Check requirements for volunteers and employees, as mandated by CNCS. All required Criminal History Checks will be completed at the contractor's expense. These Checks are an allowable expense under the contract.

- h. The Contractor shall ensure that each volunteer meets the eligibility criteria as specified by CNCS program guidelines as required in the federal program regulations.
- i. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers.
- j. The Contractor shall plan and implement recognition events for volunteers.

2. Fiscal Requirements:

- a. The Contractor shall submit an annual budget and justification for each program to coincide with awarded amounts within 30 days of the award of the contract. Separate budgets, justifications and program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.
- b. The Contractor shall abide by all grant conditions set out in the Notice of Grant Award (NGA) and attached hereto and hereby incorporated by reference.
- c. The Contractor shall submit to the NM ALTSD on a monthly basis a Request for Reimbursement and Service Data Report utilizing the form provided by the NM ALTSD. The request for reimbursement shall be due the 12<sup>th</sup> day of the month, for the prior month's expenditures until all funds are spent, and a final report shall be due as requested each year. Every third monthly request for reimbursement report must reflect the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All requests for reimbursement must include supporting documentation from the entity's accounting system, as well as a year-to-date service data report capturing all service data for New Mexico through the previous month.
- d. The Contractor shall submit to the NM ALTSD, as necessary, any Budget Adjustment Request(s) (BARs) for review and approval. No BARs may be submitted to the NM ALTSD later than March 31<sup>st</sup>.

3. Reporting Requirements:

- a. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year, using a standardized reporting form provided by the NM ALTSD. The due dates for the reports are as follows:

1. **February 1st for the period July 1-December 31**
2. **August 1st for the period January 1- June 30**

- b. The Contractor shall submit quarterly volunteer data reports for the contract year utilizing the Quarterly Data template provided by the NM ALTSD. Each report is due no later than the 25<sup>th</sup> of the month following the end of the quarter for which data is being reported.

**D. SERVICE PROVISION / PERFORMANCE MEASURES**

1. The Aging and Long Term Services Department has adopted the CNCS Volunteer Program Handbooks based on federal regulations for each respective program as the operating standards for state funded projects.

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

- a. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 24 VSYS in schools, child care centers and other congregate settings for children, to provide a minimum of 25,056 hours of service during the contract period.

The goals of the Foster Grandparent Volunteer Programs 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 children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development, thereby helping them attain independent living.

- b. **Senior Companion Program (SCP):** Recruit and place a minimum of 34 VSYs in the homes of frail and disabled elders, to provide a minimum of 35,496 hours of service during the contract period.

The goals of the Senior Companion Program 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. **Retired Senior Volunteer Program (RSVP):** Recruit and place a minimum of 500 volunteers in a variety of community placements, to provide a minimum of 338,000 hours of service during the contract period.

The goals of the Retired Senior Volunteer Program 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 by making use of the skills of senior volunteers.

Attachment 2-Responsibilities of the Department  
City of Santa Fe

**RESPONSIBILITIES OF THE NM ALTSD**

1. NM ALTSD staff will provide programmatic and fiscal technical assistance in a timely manner to the Contractor as necessary and upon request.
2. NM ALTSD staff will conduct periodic site visits, at the Department's discretion, to evaluate progress, identify best practices or problem areas and determine actions to be taken by parties to resolve any problems that may be identified.
3. NM ALTSD staff will conduct annual on-site program and fiscal monitoring reviews of the Contractor and provide the Contractor with detailed reports of findings. NM ALTSD Senior Services Bureau staff will schedule reviews at mutually convenient times, and will provide the Contractor with the monitoring tools prior to the review. NM ALTSD shall be granted reasonable access to the Contractor and volunteer station(s) premises and program related records (both electronic and hard copy).
4. NM ALTSD will disburse state volunteer program funds to the Contractor, on a reimbursement basis, upon receipt of complete and accurate monthly Requests for Reimbursement and required program and data reports.
5. NM ALTSD staff will certify monthly Contractor Requests for Reimbursement, which are subject to approval by the designated NM ALTSD Senior Services Bureau Program Manager, to ensure that expenditures meet all federal and state requirements.

Contract ID#16-624-4000-0024

**Attachment 3- Budget**  
City of Santa Fe

The Volunteer Programs identified below shall be provided based on the assessed need of the community and individuals receiving services under this contract. The amount payable under this Contract shall be:

<b>PROGRAM</b>	<b>AMOUNT</b>
Foster Grandparent Program	\$106,275.00
Senior Companion Program	\$161,461.00
Retired Senior Volunteer Program	\$44,000.00

**The total amount payable under this Contract shall not exceed \$311,736.00.**



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor State of NM Aging & Long Term Services Dept.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$311,736.00

Termination Date: July 31, 2016

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Contract is for: Division of Senior Services Volunteer Programs

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for:  

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ 310,736.00 of original Contract# 14-0442 Termination Date: 06/30/2015  
Reason: End of grant cycle.

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 Procurement History: \_\_\_\_\_  
example: (First year of 4 year contract)

7 Funding Source: CNCS and Aging & Long Term Svcs. BU/Line Item: 22583, 22590, 22591

8 Any out-of-the ordinary or unusual issues or concerns:  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Melanie Montoya  
Phone # 955-4761

10 Certificate of Insurance attached. (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Comm. Svcs./Senior Services/Volunteer Programs				06/12/2015
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
FGP Revenue - State	21526.490240		(1,000.00)	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i>			<b>TOTAL</b>	(1,000.00)

Adjust revenue to reflect the increase in grant appropriations, per our State funding source (grantor) for

Fiscal Year 2015-2016

*SUB*

*Alan Kadoya* 6/18/15  
Prepared By \_\_\_\_\_ Date

*Ron J. Nicolson* 6-16-2015  
Division Director \_\_\_\_\_ Date

*Asaac J. Parris* 6-18-15  
Department Director \_\_\_\_\_ Date

**CITY COUNCIL APPROVAL**

City Council   
Approval Required

City Council Approval   
Date \_\_\_\_\_

Agenda Item #:

*Carl Bruner* 6/16/15  
Budget Officer \_\_\_\_\_ Date

Finance Director \_\_\_\_\_ Date

City Manager \_\_\_\_\_ Date