


**Date:** November 5, 2025

**To:** Governing Body, Finance Committee, and Quality of Life Committee

**From:** Theresa Trujillo, Senior Services Division Program Manager *Theresa Trujillo*

**Via:** Maria Sanchez-Tucker Community Services Department Director   
Maria Tucker (Dec 26, 2024 11:03 MST)

**Subject:** NMALTS Care Companion Program #25-624-4000-0024 A-1

**Vendor Name:** State of New Mexico Aging and Long-Term Services Department

**Munis Vendor Number:** 6170

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#### ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Intergovernmental with State of New Mexico Aging and Long-Term Services Department to adjust Scope of Work Reducing 2.25 Volunteer Service Year's from the Senior Companion Program (SCP) and Allocating 2.25 Volunteer Service Year's to the Care Companion Program (CCP) with No Change in the Amount of Compensation or No Change in the Term Through June 30,2025. (Theresa Trujillo: tptrujillo@santafenm.gov)

#### CONTRACT NUMBER:

The FY25 #25-624-4000-0024 Munis contract number is 24-0555

#### BACKGROUND AND SUMMARY:

The purpose of this amendment (INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1) is to Adjust Article 1 Scope of Work. Senior Companion Program (SCP): Reduce 2.25 VSY's in OBJ 230642 (stipends) by \$9,396.00 for a new allocation or \$156,908.83 and allocate 2.25 VSY's to Care Companion Program (CCP) at total of \$9,396.00. The original approval date was September 12, 2024. The CCP is a pilot project to place three - five volunteers in assisted living and/or long-term care facilities in Santa Fe County to provide a minimum of 2,349 hours of service during the contract period. There are no other changes to the contract.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

The procurement method used was Choose a Procurement Vehicle

**Chief Procurement Officer (CPO) / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**FUNDING SOURCE:**

**Fund Name/Number:** Senior Citizen Grant/Fund 241

**Munis Org Name/Number:** NM Agency on Aging/490240

**Munis Object Name/Number:** Stipends/562975

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

Does this purchase require any of the following associated approvals:  Yes |  No  
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Vehicles included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Construction, Facilities, Furniture, Fixtures, Equipment included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Capital Asset\* or Project\*\*  Yes |  No

**Project Ledger #:** \_\_\_\_\_

(\*will this procurement result in a tangible item that costs more than \$5,000?)

(\*\*Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Is this a Grant Funded Purchase?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024; MUNIS Contract #24-0555

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT**  
**INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1**  
**AMENDMENT #1**

THIS Amendment 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.”

The purpose of this Amendment is to: Adjust Article 1 Scope of Work on Attachment 1, Paragraph 4 “Service Provision”. The following changes are included herein.

- Senior Companion Program (SCP): Reduce 2.25 VSY's for a new total of 15.75 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 16,443 hours of service during the contract period. SCP allocation \$156,908.83
- Care Companion Program (CCP): Recruit and place a minimum of 2.25 VSYs, 3 volunteers in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 2,349 hours of service during the contract period. CCP Allocation of \$9,396.00
- No changes to FGP and RSVP.
- No changes to Article 2 Compensation or Article 3 Term.

**EXECUTED AND AGREED TO by signatures below.**


By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee  
Aging and Long-Term Services Department

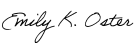
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Anastasia Martin, General Counsel – Certifying legal sufficiency  
Aging & Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Latishia Ortiz, ASD Director  
Aging & Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor, Alan M. Webber

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Andréa Salazar, Interim City Clerk

By:  \_\_\_\_\_ Date: Dec 3, 2024  
Rebecca Mnuk-Herrmann, Assistant City Attorney

By:  \_\_\_\_\_ Date: 12/31/2024  
Emily Oster, Finance Director

**ATTACHMENT 1**  
**SCOPE OF WORK**  
**ALTSD Contract #25-624-4000-0024 A-1**  
**Between**  
**New Mexico Aging & Long-Term Services Department and**  
**City of Santa Fe**

**5. SERVICE PROVISION**

**b. Senior Companion Program (SCP)/Care Companion Program (CCP):**

- i. SCP - Recruit and place a minimum of 15.75 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, to provide a minimum of 16,443 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.

- ii. CCP - Recruit and place a minimum of 2.25 VSYs, 3 volunteers in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 2,349 hours of service during the contract period.

The goals of Care Companion Program are to:

Provide support and companionship to older adults 55 or older residing in assisted living and long-term care facilities.

**ATTACHMENT 2  
BUDGET  
Contract # 25-624-4000-0024 A-1  
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 funding for FY25 is as follows:

<b><u>PROGRAM</u></b>	<b><u>AMOUNT</u></b>
<b>Foster Grandparent Program</b>	\$88,208.17
<b>Senior Companion Program</b>	\$156,908.83
<b>RSVP Program</b>	\$58,607.00
<b><u>Care Companion Program</u></b>	<b><u>\$9,396.00</u></b>
<b>FY25 Total</b>	<b>\$313,120.00</b>

**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.**






# 25-624-4000-0024 A1 CITY OF SANTA FE CONTRACT\_Final CAO

Final Audit Report

2024-12-04

Created:	2024-12-03
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD4ryRGoW8kLCuwZA5vhm4qLZ_3KvsYxr

## "25-624-4000-0024 A1 CITY OF SANTA FE CONTRACT\_Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2024-12-03 - 11:03:26 PM GMT- IP address: 63.232.20.2
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature  
2024-12-03 - 11:03:54 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)  
2024-12-04 - 0:03:07 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)  
Signature Date: 2024-12-04 - 0:03:27 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-12-04 - 0:03:27 AM GMT



# CITY OF SANTA FE

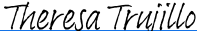
**Date:** November 21, 2024

**To:** Randy Randall, Interim City Manager

**From** Roberta P. Armijo *Roberta Armijo*

**: Via:** Maria Sanchez-Tucker, Community Services Department Director   
Maria Tucker (Nov 25, 2024 12:21 MST)

Manuel Sanchez, Senior Services Division Director   
Manuel Sanchez (Nov 25, 2024 12:15 MST)

Theresa Trujillo, Program Manager   
Theresa Trujillo (Nov 25, 2024 12:00 MST)

**Subject:** Approval of Santa Fe Care Center Agreement

**Vendor Name:** State of New Mexico Aging & Long-Term Care Services Department

**Munis Vendor Number:** 6170

## ITEM AND ISSUE:

Community Services Department respectfully requests your review and approval of a Memorandum of Understanding for a term of September 20, 2027 with Santa Fe Care Center. This Agreement is part of Amendment #1 Intergovernmental Agreement #25-624-4000-0024 with State of New Mexico Aging and Long-Term Services Department for an adjustment to Article 1 Scope of Work. Amendment #1 Scope of Work changes are to reduce 2.25 VSY's from the Senior Companion Program (SCP) and allocate 2.25 VSY's to the Care Companion Program (CCP) with no change in the amount of compensation or no change in the term through June 30, 2025. (Senior Services Director; Manuel Sanchez, [mnsanchez@santafenm.gov](mailto:mnsanchez@santafenm.gov))

## CONTRACT NUMBER:

The FY25 #25-624-4000-0024 Munis contract number is 24-0555.

## BACKGROUND AND SUMMARY:

Attached for your signature is a Volunteer Station Agreement between Santa Fe Care Center and the City of Santa Fe. Our state funding source (New Mexico Aging & Long-Term Care Services Department) requires that we have these documents in place when providing volunteer services via our Companion Care Program (CCP). The Volunteer Station Agreement outlines the responsibilities of both the city as well as the volunteer stations. The CCP allows for AmeriCorps Senior Companion Programs (SCP) currently contracted with the State of NM Aging and Long-Term Services Dept. (NM Aging Services) to apply underutilized SCP funds to be used for the dual purposes of engaging persons in volunteer service to meet critical community needs to the residents of long-term care facilities. Long-term care facilities are assisted living or nursing home settings. Long term community residents are older adults and people with disabilities that are unable to live independently for various reasons. Please note that compensation is not involved in this agreement.

**Prior Approvals and Supporting Information:**

**PROCUREMENT METHOD:**

The procurement method used was Choose a Procurement Vehicle

**Chief Procurement Officer (CPO) / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**FUNDING SOURCE:**

**Fund Name/Number:** Senior Citizen Grant/Fund 241

**Munis Org Name/Number:** NM Agency on Aging/490240

**Munis Object Name/Number:** Stipends/562975

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

Does this purchase require any of the following associated approvals:  Yes |  No  
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Vehicles included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Construction, Facilities, Furniture, Fixtures, Equipment included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Capital Asset\* or Project\*\*  Yes |  No

**Project Ledger #:** \_\_\_\_\_

(\*will this procurement result in a tangible item that costs more than \$5,000?)

(\*\*Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Is this a Grant Funded Purchase?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024 A-1

INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024; MUNIS Contract #24-0555

## **VOLUNTEER STATION AGREEMENT**

This Volunteer Station Agreement (“Agreement”) is made and entered into by and between Santa Fe Care Center (the “Volunteer Station”) and the City of Santa Fe (the “Sponsor”). The date of this Volunteer Station Agreement shall be the date when it is executed by the Sponsor.

### **NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

A. The Parties agree to abide by the below listed Basic Provisions, . The Sponsor representative who will serve as liaison with the Volunteer Station is Program Manager; Theresa Trujillo; 1121 Alto Street; Santa Fe, NM 87501; telephone number (505) 955-4745.

B. The Volunteer Station supervisor who will serve as liaison with the Sponsor and will be directly responsible for volunteer orientation and supervision is the respective care coordinator. Ms. Krystal Martinez Activity Director, 635 Harkle Rd. Santa Fe, NM 87505; telephone number (505) 453-9550; is designated as the Volunteer Station Representative.

C. All Volunteers placed with the Volunteer Station by the Sponsor pursuant to this Agreement shall be required to abide by the Volunteer Station’s policies and procedures, including procedures related to orientation, training and background checks for all Volunteers providing services for or on behalf of Volunteer Station.

D. Nothing herein shall be construed to create an employment relationship between the Volunteer Station and any Volunteer performing services hereunder. Sponsor acknowledges and agrees that any volunteer performing services hereunder shall not be entitled to any compensation, insurance, or benefits from the Volunteer Station, including without limitation, unemployment benefits and workers compensation.

E. Sponsor agrees that Volunteer Station may remove immediately from any Volunteer Station site or program any Volunteer who, in the sole judgment of Volunteer Station, presents a

risk of harm or injury to himself/herself or any staff member, volunteer, family member or client of Volunteer Station.

## **I. BASIC PROVISIONS**

A. The Sponsor will:

- (1) Place 1-4 Care Companions (see exhibit A) to serve approximately 5-40 hours per week with approval of the volunteer station Care Companion Coordinator Manager in accordance with “Care Companion guidelines”(see exhibit A)
- (2) Recruit, interview, enroll and refer volunteers in the project.
- (3) Provide periodic orientation to Volunteer Stations.
- (4) Refer volunteers to the Volunteer Station for individual assignment.
- (5) Retain full responsibility for the management and fiscal control of the project.
- (6) Arrange for the transportation of all Care Companion Program volunteers to and from the Volunteer Station.
- (7) Within the limits of available resources and project policy, ensure volunteers are provided or receive assistance with the cost of a meal provided during the volunteer's scheduled hours.
- (8) Specify activities to be performed by the volunteers under the direction of the Volunteer Station in cooperation with the Care Companion Program project guidelines as well as Sponsor's staff.
- (9) Provide in-service training for volunteers at least once a month for four hours.
- (10) Ensure a written Agreement is signed authorizing service by the Care Companion Program and specifying volunteer activities to be performed.

B. The Volunteer Station will:

- (1) Designate a coordinator to serve as liaison with the project.
- (2) Provide supervision of volunteers while on site and ensure the volunteers are not left unattended.
- (3) Provide Care Companion with assignments that utilize their skills and training.
- (4) Assist Sponsor in the coordination of volunteer assignments, orientation, in-service instruction and other project related activities.
- (5) Have the right to request the Sponsor to reassign volunteer.
- (6) Provide for adequate health and safety protection of volunteers.
- (7) Collect and validate appropriate volunteer reports for submission to the Sponsor.
- (8) In consultation with the Sponsor, make investigations and reports regarding accidents and injuries involving volunteers.

## **II. TERM AND EFFECTIVE DATE**

This Agreement is effective when signed by the Sponsor and will terminate on September 30, 2027, unless terminated pursuant to Article III below.

## **III. TERMINATION**

This Agreement may be terminated by the Sponsor upon 10 days written notice to the Volunteer Station.

The Volunteer Station shall render a final report of the services performed up to the date of termination and shall turn over to the Sponsor original copies of all work product, research or papers prepared under this Agreement.

## **IV. INDEMNIFICATION**

The Volunteer Station shall indemnify, hold harmless, and defend the Sponsor from all losses, damages, claims or judgments on account of any suit, judgment, execution, claims, action or demand whatsoever arising from the Volunteer Station performance under this Agreement as well as the performance of the Volunteer Station's employees, agents, representatives and subcontractors, including payments to all attorneys' fees and costs.

#### **V. NEW MEXICO TORT CLAIMS ACT**

By entering into this Agreement, neither party shall be responsible for liability incurred because 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 limitations of the New Mexico Tort Claim Act, Section 41-4-1, et Seq. NMSA 1978, as amended. The Sponsor and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this AGREEMENT modifies or waves any provision of the New Mexico Tort Claim Act.

#### **VI. RECORD AND AUDIT**

The Volunteer Station shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered.

These records shall be subject to the Sponsor, the Department of Finance and Administration, and the State Auditor. The Sponsor shall have the right to audit the billing both before and after payment.

#### **VII. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Volunteer Station shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Volunteer Station agrees that the laws of the State of New Mexico. Any

action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

#### **VIII. NON-DISCRIMINATION**

During the term of this Agreement, the Volunteer Station shall not discriminate against any employees or applicant for an employment position to be used in the performance of services by the Volunteer Station hereunder, based on ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.


#### **IX. AMENDMENT**

This Agreement shall not be altered, changed or modified except by amendment in writing executed by the parties hereto.

CITY OF SANTA FE:  
Casa Real

VOLUNTEER STATION:

  
Randy Randall (Nov 26, 2024 22:43 CST)

  
Dave Armijo (Nov 4, 2024 13:32 MST)

John Blair, City Manager

Name: Dave Armijo

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


Title: Administrator

Date: Nov 4, 2024

ATTEST:

\_\_\_\_\_  
Geraldyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rebecca Mnuk-Hermann, Assistant City Attorney

APPROVED:

  
\_\_\_\_\_  
Emily Oster, Finance Director

11/26/2024

## **EXHIBIT A**

### **Care Companion Guidelines**

1. Under the direction of the Care Companion Program (CCP) staff and the assigned Volunteer Station Supervisor, the CCP volunteers will provide regular visits to long-term care community residents and develop “authentic” relationships that support socialization and engagement. CCP assignments shall provide for Care Companions to give direct services to one or more eligible adults that:
  - A. Result in person-to-person supportive relationships with each client served.
  - B. Are meaningful to the Care Companion.
  - C. Are supported by appropriate orientation, training, and supervision.
2. CCP Volunteers shall not provide services such as those performed by medical personnel, services to large numbers of clients, custodial services, administrative support services, or other services that would detract from their assignment.

### **CCP Volunteer Activities**

1. Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities.
2. Offer friendly conversation and company, perhaps while doing hobbies etc.
3. Provide emotional support and socialization.
4. Submit weekly time sheets and, if applicable, mileage and meal reimbursement forms, to the CCP office in a timely manner.
5. Attend monthly mandatory in-service trainings.

Contract ID#25-624-4000-0024

Item #24-0555

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #25-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Ageing 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, Budget. 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

Contract ID#25-624-4000-0024

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, 2025**, 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.

Contract ID#25-624-4000-0024

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.

Contract ID#25-624-4000-0024

**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

Contract ID#25-624-4000-0024

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

Contract ID#25-624-4000-0024

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.

Contract ID#25-624-4000-0024

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

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

Contract ID#25-624-4000-0024

**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: DocuSigned by:  
Antoinette Vigil  
B700305AB7474B3...  
 Jen Paul Schroer, Cabinet Secretary  
 Aging and Long-Term Services Department

Date: 9/19/2024

By: DocuSigned by:  
Anastasia Martin  
4E5EA79388A248E  
 Anastasia Martin, General Counsel – Certifying legal sufficiency  
 Aging & Long-Term Services Department

Date: 9/17/2024

By: DocuSigned by:  
Latishia Ortiz  
10A0F739683043D  
 Latishia Ortiz, ASD Director  
 Aging & Long-Term Services Department


Date: 9/17/2024

By:   
Alan Webber (Sep 12, 2024 17:10 MDT)  
 Mayor, Alan M. Webber


Date: Sep 12, 2024

By:   
 Geralyn Cardenas, Interim City Clerk GB MTG 09/11/2024

Date: Sep 12, 2024 *xiv*

By:   
 Rebecca Mnuk-Herrmann, Assistant City Attorney

Date: Jul 31, 2024

By:   
 Emily Oster, Finance Director

Date: Aug 15, 2024

Contract ID#25-624-4000-0024

**ATTACHMENT 1  
SCOPE OF WORK  
ALTSD Contract # 25-624-4000-0024**

**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.

Contract ID#25-624-4000-0024

## **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

Contract ID#25-624-4000-0024

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

Contract ID#25-624-4000-0024

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 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 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

Contract ID#25-624-4000-0024

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

Contract ID#25-624-4000-0024

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)/Care companion Program:** 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:

Contract ID#25-624-4000-0024

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.

The goals of Care Companion Program are to:

Provide support and companionship to older adults 55 or older residing in assisted living and long-term care facilities.

- 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.

Contract ID#25-624-4000-0024

**ATTACHMENT 2  
BUDGET  
Contract # 25-624-4000-0024  
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 FY25 as follows:

<b>PROGRAM</b>	<b>AMOUNT</b>
Foster Grandparent Program	\$88,208.17
Senior Companion Program/Care 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.**












# Amend-1 SF care center

Final Audit Report

2024-12-31

Created:	2024-12-24
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmhZ4ynoOQ6RfUefs2jw9SBvP4TvXzWSU

## "Amend-1 SF care center" History

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-  Email viewed by THERESA TRUJILLO (ttrujillo@santafenm.gov)  
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-  Document e-signed by THERESA TRUJILLO (ttrujillo@santafenm.gov)  
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-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature  
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-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)  
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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-12-31 - 2:20:04 PM GMT - Time Source: server- IP address: 50.216.119.226



Agreement completed.

2024-12-31 - 2:20:04 PM GMT

