



**Date:** March 11, 2026

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

**From:** Theresa Trujillo, Program Manager

**Via:** Manuel Sanchez, Senior Services Division Director/ Interim Community Services Department Director

**Subject:** Intergovernmental Agreement #26-624-4000-0024 A-1

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

**Munis Vendor Number:** 6170

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**ITEM AND ISSUE:**

Community Services Department/Senior Services Division respectfully requests your review and approval of an Amendment 1 to Item number 25-0304 with State of New Mexico Aging and Long-Term Services Department (ALTSD) for Intergovernmental Agreement #26-624-4000-0024 A-1 for State Support to provide volunteer services for the Division of Senior Services Foster Grandparent Program (FGP), Senior Companion Program (SCP), RSVP program and Care Companion Program (CCP), for a term of July 1, 2025, through June 30, 2026, with State of New Mexico Aging & Long-Term Services Department (NMALTSD).

**BACKGROUND AND SUMMARY:**

Senior Services Division is requesting the approval of the State of New Mexico Aging and Long-Term Services Department Grant Agreement Amendment No. 1 for the Senior Volunteer Programs. The amendment reduction amount for the FGP Program is (\$36,000.00) and the SCP Program is (36,000.00). The attached Intergovernmental Agreement #26-624-4000-0024 A-1 reflects the FY26 decrease appropriations for the two volunteer programs. The amended allocations are as follows: Foster Grandparent Program \$52,208.17 and Senior Companion Program \$121,304.83 for FY26 (July 1, 2025 – June 30, 2026).

Our Foster Grandparent program provides opportunities for our senior volunteers to serve children in classrooms or head starts 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. Our 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. Our RSVP volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

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

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

**Munis Object Name/Number:** Senior Volunteer Programs 2410116/Various

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

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

**PROCUREMENT METHOD:**

The procurement method used was

IGA #26-624-4000-0024 A-1 with NM ALTSD expires on June 30, 2026

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

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

**ASSOCIATED APPROVALS:**

**IT Components included?**  Yes |  No

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

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

**Treasury/Point of Sale Components included?**  Yes |  No

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

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

**Vehicles included?**  Yes |  No

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

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

**Construction to City Facilities, Furniture, and/or Fixtures included?**  Yes |  No

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

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

**Is this an externally funded purchase?**  Yes |  No

**If yes, what is the issuing agency:** \_\_\_\_\_

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

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

**Is this a Capital Asset or Project?**  Yes |  No

**Project Ledger Number:** \_\_\_\_\_

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

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

**ATTACHMENTS:**

Intergovernmental Agreement #26-624-4000-0024 A-1

Item #25-0304 Intergovernmental Agreement #26-624-4000-0024

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #26-624-4000-0024 A-1**

THIS Amendment is made and entered into by and between the State of New Mexico, **Aging & 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.”

**PURPOSE OF THE AMENDMENT:**

- **To correct Attachment 1 Scope of Work, Part 5, Subsection d, item i. To reduce number of VSYs, minimum number of hours, and compensation**
- **To correct Attachment 1 Scope of Work, Part 5, Subsection d, item ii. To reduce number of VSYs, minimum number of hours, and compensation**
- **To correct Section 2 Compensation, line 4, reference from ‘Attachment 3, Budget’ to ‘Attachment 2, Budget’**

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

**I. Scope of Work.**

**Part 5, Subsection D, item i:**

- i. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 6 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors Santa Fe County, and to provide a minimum of 6,264 hours of service during the contract period.

**Part 5, Subsection D, item ii:**

- ii. **Senior Companion Program (SCP):** Recruit and place a minimum of 13 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, and to provide a minimum of 13,572 hours of service during the contract period.

**II. Compensation.**

- A. The Department shall pay 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, has been reduced by \$72,000.00 and shall not exceed \$241,120.00, per Attachment 2, Budget. This amount is a maximum and not a guarantee that the work assigned to be performed by the 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.

All other articles of this contract remain the same.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Emily Kaltenbach, Cabinet Secretary or designee  
Aging and Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig Hay, Acting General Counsel or designee - Certifying legal sufficiency  
Aging & Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Amanda Rodriguez, Chief Financial Officer  
Aging and Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael J. Garcia, City Mayor  
City of Santa Fe

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

*Sarah Piltch*

Sarah Piltch (Mar 11, 2026 09:49:00 MDT)

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

**ATTACHMENT 2 BUDGET**  
**Contract# 26-624-4000-0024**  
**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 FY26 as follows:

Foster Grandparents Program	\$52,208.17
Senior Companion Program	\$121,304.83
RSVP	\$58,607.00
Care Companion Program	\$9,000.00
<b>FY 26 Total</b>	<b>\$241,120.00</b>

**The total amount payable under this contract shall not exceed \$241,120.00**

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

Contract ID#26-624-4000-0024

Item #25-0304

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #26-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging & Long-Term Services Department**, hereinafter referred to as the "Agency," 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.**

The Contractor shall perform the following work, which is hereby incorporated and, are part of this contract as Attachment 1.

**2. Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlines in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$313,120.00) as listed in Attachment 3, 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 Agency 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 GSD/SPD. All invoices **MUST BE** received by the Agency 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. If the Agency 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 Agency 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 agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

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3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **June 30, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice: Agency Opportunity to Cure.

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

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency 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 Agency; (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 Agency'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 AGENCY'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 Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency 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

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property of the Agency upon termination and shall be submitted to the agency 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 Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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 Agency 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. 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 Agency.

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 Agency. 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 Procuring Agency.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, 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 Agency.

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

2) this Agreement complies with NMSA 1978, § 10-16-7(A) 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 NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (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 Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) 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 NMSA 1978, § 10-16-7(A), 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;

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5) in accordance with NMSA 1978, § 10-16-13, 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 NMSA 1978, § 10-16-3 and § 10-16-13.3, 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 Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency 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 Agency 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, NMSA 1978 §§ 13-1-28 through 13-1-199, 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

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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 NMSA 1978, § 38-3-1 (G). 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 Agency.

**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 Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

**20. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

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**21. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

**22. 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.

**23. 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.

**24. 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 Agency:  
Robert Morrison, Program Coordinator, Senior Services Bureau  
Aging and Long-Term Services Department  
2550 Cerrillos Rd.  
Santa Fe, NM 87505

To the Contractor:  
Alan M Webber, Mayor  
City of Santa Fe  
505-955-4755

**25. 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

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Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

Signed by:  
 By: Emily Kaltenbach Date: 7/11/2025  
89087AEE52201D2  
 Emily Kaltenbach, Cabinet Secretary  
 Aging & Long-Term Services

Signed by:  
 By: Craig Hay Date: 7/11/2025  
4953FF816CF2472...  
 Craig Hay, Acting General Counsel, ALTSD

DocuSigned by:  
 By: Latisha Ortiz Date: 7/11/2025  
1040F7398850450  
 Latisha Ortiz, Chief Financial Officer  
 Aging & Long-Term Services

By: Alan M. Webber-Mayor Date: 07/10/2025  
Alan Webber (Jul 10, 2025 14:46 MDT)  
 Alan M. Webber-Mayor  
 City of Santa Fe

ATTEST:

Andréa Salazar  
ANDREA SALAZAR (Jul 9, 2025 14:41 MDT)  
 ANDREA SALAZAR, CITY CLERK *ASL*  
 GB MTG 07/09/25  
 CITY ATTORNEY'S OFFICE:  
Patricia Feghali  
Patricia Feghali (Jun 23, 2025 11:55 MDT)  
 ASSISTANT CITY ATTORNEY

Contract ID#26-624-4000-0024

APPROVED FOR FINANCES:

*Emily K. Oster*

EMILY OSTER, FINANCE DIRECTOR

Contract ID#26-624-4000-0024

Attachment 1  
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 (FGP), the Senior Companion Program (SCP), Care Companion Program (CCP), 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)** 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)** 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 adults aged 55 and older with health and functional limitations to enable them to remain as independent as possible in their own homes.
- c. **The Care Companion Program (CCP)** provides companionship to adults aged 55 or older residing in assisted living and long-term care facilities. Volunteers do not act as facility support nor should they be performing the role of a staff member at the facility. CCP volunteers must be a minimum of 18 years of age, and neither the volunteer's nor resident's income level is a determining factor for participating in the CCP.
- d. **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. The purpose of the program is to provide opportunities for people aged 55 or older to engage in volunteer activities designed to meet critical community needs.

**2. POPULATIONS TO BE SERVED**

- a. **FGP** volunteers shall serve youth under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the youths' health status and psychosocial functioning.

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- b. **SCP** volunteers shall serve adults aged 55 and older 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.
- c. **CCP** volunteers are to provide companionship to individual facility residents, particularly ones who generally do not receive visitors on a regular basis.
- d. **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 which shall be referred to as the "Service Area."

### **3. RESPONSIBILITIES OF THE CONTRACTOR**

#### Program Requirements:

- i. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps organization in the designated Service Area.
- ii. 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.
- iii. The Contractor shall comply with all New Mexico laws, rules and regulations (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes and guidelines.
- iv. 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.
- v. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the

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Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

- vi. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and expectations as well as the criteria by which each volunteer will be measured. The assignment plan shall also contain 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.
  - vii. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees 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.
  - viii. The Contractor shall ensure that each volunteer meets the eligibility criteria as required by AmeriCorps Seniors program regulations and handbooks.
  - ix. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers 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.
  - x. 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, CCP, and 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.
- a. Performance Measures/ Fiscal Requirements:
- i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and

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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 expenditure 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 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.

**b. Performance Measures/ Reporting Requirements:**

- i. 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 system folder titled "Reports". The due dates for the reports are as follows:

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

- ii. The Contractor shall submit a semi-annual narrative report to the Revver folder titled “Reports” by February 1.
- iii. 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 folder titled “Reports”.
- iv. 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).
- v. 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**

- a. 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.
- b. 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).
- c. 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

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discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.

- d. The Contractor authorizes the Department, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state terms and/or to evaluate the Contractor's performance for all funding sources.

## 5. SERVICE PROVISION

- a. 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 provided 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.
- b. **NMAC 9.2.15.9 CORPORATION FOR NATIONAL AND COMMUNITY SERVICE HANDBOOK:**
  - i. The department adopts the most current corporation for national and community service (CNCS) Senior Companion Program handbook as the operating rules and procedures with which state-funded senior companion programs must comply.
  - ii. Eligibility for state-funded senior companion programs is the same as for the CNCS program.

However, the department secretary may waive any provisions of the CNCS handbook except those which will jeopardize a program's continued federal sponsorship. [9.2.15.9 NMAC - Rp, SAA Rule No. 95-15.9, 6/30/2015]

- c. **FGP and SCP Volunteer cost reimbursements**  
AmeriCorps Senior volunteers, Foster Grandparent and Senior Companion Programs must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour. RSVP does not provide stipends or allowance to volunteers.

Services performed other than those identified above will not be eligible for stipend, cost reimbursement, or calculated towards the VSY or hours of service requirements per this contract.

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**d) Care Companion Volunteer cost reimbursements**

Volunteers must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour.

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:

- i. **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 Santa Fe County, and 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.

- ii. **Senior Companion Program (SCP):** Recruit and place a minimum of 17 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, and to provide a minimum of 17,748 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.

- iii. **Care Companion Program (CCP):** Recruit and place a minimum of 1 VSY in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 1,044 hours of service during the contract period.

The goals of Care Companion Program are to:

Provide companionship to older adults 55 or older residing in assisted living and long-term care facilities, particularly those who generally do not receive visitors on a regular basis.

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- iv. **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.

- d) Recruit volunteers willing to be Older Adult Peer Specialist certified through Health Care Authority (HCA), Community Health Workers certified through DOH, or Ombudsman volunteers with ALTSD by providing opportunities to work with older adults living with behavioral health challenges.

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### Volunteer Program Assurances, Terms, and Conditions

By signing the FY26 contract you are accepting funds under this award from the State of New Mexico Aging and Long-Term Services Department (ALTSD). The Contractor agrees to comply with all awards, these General Terms and Conditions, the program-specific terms and conditions, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved budget and supporting documents provided in support of the executed FY26 contract. The Contractor agrees to utilize all forms, templates, and documentation provided by the ALTSD and shall not modify, alter, or substitute any forms or templates without prior written approval.

1. **General.** The recipient must maintain separate financial management records for contracted state allocations and must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs.
2. **Fiscal Requirements.** The amount payable under this Contract shall be made on a fixed rate for the provision of the identified services.
  - a. Contractor is allocated State funds using state funding formula \$9,000 per VSY with mandatory \$4,176 being budgeted in stipends per VSY.
  - b. All budget changes and the fully executed contract must be submitted to the assigned NM ALTSD Senior Services Bureau (SSB) Program Coordinator for prior approval using the budget adjustment request (BAR) form accompanied by a letter of justification. Approval is at the discretion of the assigned NM ALTSD SSB Program Coordinator.
  - c. Purchases for a single item more than \$500.00 not included as part of the original contract budget must be pre-approved and necessary to continued operations. Approval requests for these types of purchases must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program for review.
3. **Allowable Costs for Reimbursement.** To be allowable under this contract allocation, costs must be submitted through a budget form and approved by the NM ALTSD Program Coordinator and are limited allowable expenditures pursuant to NMAC 9.2.14, NMAC 9.2.15, NMAC 9.2.16, Department policies and procedures, AmeriCorps Seniors regulations, and guidelines applicable to each of the services. Expenditures must be consistent with policies and procedures that apply to Federal & State activities of the Contractor.
4. **Separation of funding, and deliverables based on funding source(s)**

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Programs must separately track state funded VSYs, hours served, volunteers, etc. to comply state contract deliverables.

**5. SCP Volunteer costs reimbursements detailed Stipend** AmeriCorps Seniors volunteers serve from 5 to 40 hours a week. The stipend is a payment to AmeriCorps Seniors volunteers to enable them to serve without cost to themselves. [45 CFR 2551.12]. The stipend is paid for hourly service that Seniors volunteers spend with assigned clients, for earned leave if applicable, and for attendance at official project events, e.g., orientation, in-service training, Advisory Council meetings (as members or official observers), recognition events, and travel time between individual assignments. Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not be stipend. However, travel time between assignments is a part of the service schedule. Mealtimes may be part of the service schedule and is stipend.

Services performed other than those identified above will not be eligible for stipend and will not meet the VSY or hours of service requirements per this contract.

**6. Meal reimbursement.** Meal reimbursement for Volunteer staff must be for actual meal expenses incurred by the Volunteer while volunteering. The amount of reimbursement to volunteers for meals is based on actual expenses, consistent with the costing procedures developed by the sponsor rather than a flat daily rate. However, reimbursement of "brown-bag" lunches prepared by AmeriCorps Seniors volunteers may be based on a flat rate established by the sponsor in written policy. The basis for the rate should be included in the sponsors' written policy. AmeriCorps Seniors volunteers are required to sign a statement certifying that meals to be reimbursed to the volunteer were taken in conjunction with volunteer service and provide details of the reimbursement and supporting documentation such as receipts when applicable.

If the Contractor establishes a flat rate reimbursement, the amount reimbursed at the flat rate must not exceed the actual expense to the Volunteer.

Volunteers eligible for Title III OAA meal services (60+) may not be reimbursed for congregate meals or home delivered meals received while volunteering. Volunteers not eligible (below 60) for free congregate or home delivered meal per Title III OAA services may be reimbursed at actual expense or flat rate not to exceed the actual cost per program policies and procedures. Meal reimbursement rates are subject to NM ALTSD SSB approval.

**7. Mileage reimbursement.** Mileage reimbursement rates for Grantee staff travel and Volunteer staff travel must be equal to or less than the standard Federal mileage rate. The Federal rate is subject to change based on an annual study <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

**8. Reimbursement for Volunteers' transportation Volunteer drivers.**  
i. Reimbursement of FGP volunteers who drive their own cars is based on a cost-per-mile rate set by the sponsor via written policy. Volunteers are reimbursed

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for actual mileage within the limits of available funds and local project reimbursement policy. Volunteers cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other volunteers.

- ii. Mileage reimbursement directly to a volunteer from a volunteer station for transportation from the volunteer's home to the place of assignment and return home is acceptable as local support of the project. Project files should include verification of this contribution for review for compliance monitoring and AmeriCorps Seniors audit purposes.
- iii. Mileage reimbursement to volunteers from volunteer stations for providing transportation while on volunteer assignments cannot be used as local support for the project. The costs of community service provided by volunteer stations cannot be credited for the value of those costs to be used as local budget support.
- iv. Drivers of carpools receive reimbursement for actual mileage based on a cost-per-mile rate. Passengers do not receive reimbursement.
- v. Providers should establish procedures, such as a voucher system, for public transportation expenses, including subways, buses, and other public conveyances. Reimbursements must be based on documentation by the volunteer of actual costs incurred for project-related transportation expenses.

**9. Recognition Gifts**

- i. Recognition gift purchases cannot exceed \$80.00 per volunteer per fiscal year including food costs for catered and non-catered events. Requests for recognition gifts in excess of \$80.00 per volunteer including food costs for catered and non-catered events must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program Coordinator. All requests are subject to NM ALTSD SSB approval.

**10. Prohibited Program Activities and Reimbursable.** The Contractor must comply with, and require that all Volunteers comply with, prohibitions outlined in state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, NM ALTSD assurances, and generally accepted accounting principles (GAAP) FASB Home

- a. State general funds will not be used for the purchase of gift cards, staff or volunteer monetary bonuses, or cash gifts.
- b. Contractor will submit reimbursements for actual operating expenses. The invoice dollar amounts submitted for reimbursement will not be rounded up or down to the next whole number nor will they be estimates.
- c. Reimbursement request must be for the corresponding month the expense occurred. Expenses occurring outside the month being invoiced are considered "adjustments" and must be identified as such on the invoice. An explanation for any "adjustment" must be provided on the invoice page submitted by the

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contractor. Expenses occurring outside of the current state fiscal year must not be submitted for reimbursement within the current state fiscal year. These expenses are considered "prior year" and not reimbursable under this contract.

- d. State fund contract allocations will not serve as financial gain to any Contractor.
- e. Operating costs tied to volunteer activities NOT identified as allowable per federal and state rules and regulations, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.
- f. Administrative costs not pre-approved pre-contract execution or post contract execution NOT identified as allowable per state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.
- g. Volunteers are eligible to receive a stipend for allowable activities only as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. Hours of service performed that do not meet the requirements for allowable activities will not be considered eligible for meeting contractual requirements, stipend, mileage reimbursement, nor meal reimbursement.
- h. Operating and Volunteer costs tied to telework activities not identified as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such. Teleworking Volunteers are eligible to receive a stipend for allowable activities only as identified within the AmeriCorps Seniors FGP and SCP handbooks and NM ALTSD assurances.
- i. Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not stipend. However, travel time between assignments is a part of the service schedule. Mealtime may be part of the service schedule and is stipend. Contractor will not be reimbursed State funds for Volunteer meals received through Title III of OAA Local nutrition programs. Volunteers over 60 are eligible for meals at congregate meal sites and home-delivered meals funded under this program.
- j. Contractor will not be reimbursed State funds for Grantee staff mileage in the form of fuel purchase reimbursement. Mileage reimbursement is restricted to actual miles driven based on a cost-per-mile rate set by the sponsor via written policy equal to or less than the standard Federal mileage rate <https://www.irs.gov/tax-professionals/standard-mileage-rates>
- k. Grantee staff are reimbursed for actual mileage within the limits of available

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funds. Grantee staff cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other Grantee staff.

- I. Contractor will not be reimbursed State funds for the purchase of raw or cooked food, edible products, flatware, crockery, decorations, etc. unless related to annual Volunteer recognition event.

**11. Award monitoring.** Contractor must comply with State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances.

- a. **Site visits.** NM ALTSD may make site visits to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, and provide technical assistance as necessary.
- b. **Desk reviews.** NM ALTSD may conduct desk reviews to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, examine program handbooks, and provide technical assistance as necessary.
- c. **Responding to information requests.** NM ALTSD SSB may request documentation (related to Federal, State, and local funds) from the Contractor to monitor for compliance and accuracy. NM ALTSD SSB may also submit questions to the Contractor regarding features of the program(s). The Contractor must cooperate with NM ALTSD for both documentation requests and questions. Failure to provide the requested documentation or answers to questions within the deadline identified by NM ALTSD SSB may result in state funds being placed on hold or other remedies as appropriate.
- d. **Notification of Change.** Contractor will provide written notification to NM ALTSD SSB within 10 business days of changes in key personnel.
- e. **Verification of AmeriCorps Seniors Sponsor in good standing.** The contractor will provide NM ALTSD SSB with copies of their approved Federal E-Grant application(s) and Federal budget(s) as validation of sanction in good standing with AmeriCorps Seniors. In the event an approved Federal E-Grant application and Federal budget are not available, an unapproved (system generated) Federal E-Grant application and Federal budget may temporarily be submitted until the time the approved Federal Grant and budget are available. Contractor must submit copies of the approved Federal grant and budget(s) with 10 business days of receipt to the assigned NM ALTSD SSB Program Coordinator.
- f. **Notification of Performance Impediments** Provider shall promptly notify their designated Program Coordinator if they become aware of any circumstances that may impede their ability to meet the established performance measures outlined in this contract. Such notification shall be made in writing and include a detailed description of the issue, potential impacts, and proposed solutions, if applicable.

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**g. Reporting fraud, waste, and abuse.** Contractor must contact their assigned Program Coordinator immediately when:

Any criminal activity or violations of law have occurred, such as:

- i. Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person AmeriCorps personnel, grantees, or Contractor, even if no federal funds or property was involved.
- ii. Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations.
- iii. Concealment, forgery, falsification, or unauthorized destruction of government or program records.
- iv. Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants.
- v. Other misconduct in connection with operations, programs, activities, contracts, or grants; or
- vi. Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.
- vii. Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
- viii. Waste occurs when taxpayers do not receive reasonable value for their money in connection with a state government-funded activity due to an inappropriate act or omission by people with control over or access to state funds and resources.
- ix. Abuse is a behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes nepotism, misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

**12. Administration.** The contractor must establish written policies and procedures and provide copies to volunteers and NM ALTSD SSB as requested or when revised. The Contractor must ensure policy and procedures include the requirements outlined within these assurances, as well as requirements outlined in the FGP and SCP AmeriCorps handbooks.

**13. Quarterly Reporting.** Contractor will complete all Quarterly and Bi-annual Narrative

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report utilizing forms and schedule provided by ALTSD. Contractor will submit a separate report per county (service area) and provide totals from those service areas.

**14. Final Authority.** When circumstances arise that reveal conflicting guidance between Federal and State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. NM ALTSD SSB maintains final authority in regard to state-to-state funding.

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Attachment 2 -Budget

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

The contract is to provide funding for FY26 as follows:

Foster Grandparents Program	\$88,208.17
Senior Companion Program	\$157,304.83
RSVP	\$58,607.00
Care Companion Program	\$9,000.00

**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**

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### Attachment 3 Care Companion Program

**Overview:** The Care Companion Program (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 Senior Companion 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.

Care Companion Program volunteers will provide regular visits at minimum a of 5 hours per week, per volunteer and up to 40 hours per week per volunteer (within budget) to long-term care community residents and develop “authentic” relationships that support socialization and engagement. Care Companions volunteers may receive stipends and meal/mileage reimbursements in the same fashion as AmeriCorps Senior Companion volunteers and will follow AmeriCorps SCP program guidelines; however, Care Companion Program volunteers will not be restricted by age and income requirements.

#### **Goals and Objectives:**

Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities. Some examples of companionship and support services include:

- Friendly conversation and company, perhaps while doing hobbies etc.
- Providing company and companionship.
- Emotional support and socialization

#### **What makes a good companion?**

To be a good companion, you need to be respectful and caring. Listening to their stories, looking at old photos, or playing music from their youth are great ways to be good companions.

#### **Benefits to long-term care facility residents:**

Lessening the feeling of isolation for adults 55 and older and people with disabilities is important to their mental and physical health. Care Companion Program volunteers can help provide ongoing companionship and emotional support. Compassionate and attentive companions can provide social interaction, engage in conversation, and help dispel feelings of loneliness.






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Final Audit Report

2026-03-11

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