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# Administrative Requirements for Contracts Awarded Under the City of Albuquerque

Department of Family and Community Services

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This issuance supersedes any announcements issued prior to June 2008.

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## Table of Contents

Executive Summary .....	iii
1.0 Introduction .....	1
1.1 Definition and Mission .....	1
1.2 Allowable Activities .....	1
1.3 Beneficiary Populations .....	1
1.4 Definitions .....	2
1.5 Applicability .....	3
2.0 Eligibility for Funding for DFCS Social Services Contracts .....	4
2.1 Eligible Entities .....	4
2.2 Requirements for Proposals .....	5
2.3 Insurance Requirements .....	5
2.4 Other Attachments .....	6
2.5 Required Assurances .....	6
3.0 Budgetary Guidelines for DFCS Social Services Contracts .....	6
3.1 Allowable Costs .....	6
3.2 Unallowable Costs .....	12
3.3 Indirect Costs .....	15
3.4 Allocated Direct Costs .....	15
4.0 Award Procedures and Contract Expenditures .....	15
4.1 Contract Awards .....	15
5.0 Accounting for DFCS Social Services Contract Funds .....	16
5.1 Basic Requirements for Proper Accounting of Funds .....	16
5.2 Accounting for Program Income .....	17
5.3 Cost Sharing and Matching .....	18
5.4 Property Management .....	19
5.5 Procurement Standards .....	23
5.6 Contract Expenditures .....	26
5.7 Budget Amendments .....	27
5.8 Retention of Contract Records .....	28
5.9 Fiscal Reports and Monitoring Requirements .....	28
5.10 Audit Requirements .....	29
6.0 Work Plans, Amendments, and Program Performance Reports .....	32
6.1 Work Plan .....	32
6.2 Request for Amendment to the Work Plan .....	32
6.3 Project Performance Reports .....	32
6.4 Project Records .....	34
6.5 Project Monitoring Requirements .....	34
7.0 Suspension and Termination Procedures .....	35
7.1 General Considerations .....	35
7.2 Definitions .....	35
7.3 Procedures .....	36
7.4 Termination for Cause .....	36
7.5 Termination for Convenience of the City of Albuquerque .....	36
8.0 Standard Forms for City Contracts .....	36
Application Forms and Instructions .....	37
APP #1: Proposal Summary and Certification Form - <i>Instructions</i> .....	39
APP #1: Proposal Summary and Certification Form .....	40
APP #2: Expense Summary Form - <i>Instructions</i> .....	41
APP #2: Expense Summary Form .....	43

APP #3: Revenue Summary Form- <i>Instructions</i> .....	44
APP #3: Revenue Summary Form .....	45
APP #4: Project Budget Detail Form – Personnel - <i>Instructions</i> .....	46
APP #4: Project Budget Detail Form – Personnel.....	47
APP #5: Project Budget Detail Form – Operating - <i>Instructions</i> .....	48
APP #5: Project Budget Detail Form – Operating.....	49
APP #6: Budget Detail Form: Projected Drawdown Schedule - <i>Instructions</i> .....	50
APP #6: Budget Detail Form: Projected Drawdown Schedule .....	51
APP #7: Applicant Work Program Summary - <i>Instructions</i> .....	52
APP #7: Applicant Work Program Summary .....	53
APP #8: Representations and Certifications.....	54
APP #9: Attachment on File .....	55
APP #10: Drug Free Workplace Requirement Certification Form.....	56
APP #11: Debarment, Suspension, Ineligibility and Exclusion Certification .....	57
APP #12: Certification of Receipt of Administrative Requirements .....	58
Financial Report Forms and Instructions.....	59
FIN #1: Signature Certification Form .....	61
FIN #2: Financial Status Report and Request for Reimbursement - <i>Instructions</i> .....	62
FIN #2: Financial Status Report and Request for Reimbursement .....	63
FIN #3: Request for Budget Revision (Part A) - <i>Instructions</i> .....	64
FIN #3: Request for Budget Revision (Part A).....	65
FIN #4: Request for Budget Revision (Part B – Narrative) - <i>Instructions</i> .....	66
FIN #4: Request for Budget Revision (Part B – Narrative).....	67
FIN #5: Program Income Report - <i>Instructions</i> .....	68
FIN #5: Program Income Report .....	69
Program Report Forms and Instructions .....	71
PRO #1: PROJECT PROGRESS REPORT – PART A - <i>Instructions</i> .....	73
PRO #1: Project Progress Report – Part A.....	75
PRO #2: PROJECT PROGRESS REPORT – PART B - <i>Instructions</i> .....	77
PRO #2: Project Progress Report – Part B.....	78
PRO #3: Client Characteristics Report Form- <i>Instructions</i> .....	79
PRO #3: Client Characteristics Report Form .....	81
2006 Income Thresholds Effective - 04/28/2008 .....	83
PRO #4: Request for Work Program Revision - <i>Instructions</i> .....	85
PRO #4: Request for Work Program Revision .....	86
PRO #5: Job Creation/Retention Report – Part ‘A’ .....	87
PRO #6: Job Creation /Retention Report – Part ‘B’- <i>Instructions</i> .....	89
PRO #6: Job Creation /Retention Report – Part ‘B’ .....	90
PRO #7: Employee Characteristics Report Form .....	91
PRO #8: Compliance Report - <i>Instructions</i> .....	92
PRO #8: Compliance Report .....	93
PRO #9: Part B- HOME Unit Status Report - <i>Instructions</i> .....	94
PRO# 9: Part B- HOME Unit Status Report.....	96
INSURANCE COVERAGE INSTRUCTIONS.....	97
CERTIFICATION OF WORKERS’ COMPENSATION APPLICABILITY .....	100
Disclosure of Lobbying Activities - <i>Instructions</i> .....	102
Disclosure of Lobbying Activities.....	103

## Executive Summary

### Administrative Requirements for Contracts awarded by the City of Albuquerque, Department of Family and Community Services

The City of Albuquerque's Family and Community Services Department works to improve the quality of life for low to moderate-income residents of the Albuquerque metropolitan area. We receive funds annually from the U.S. Department of Housing and Urban Development (HUD), in addition to City & other funds.

Services include:

- Childcare & the Family
- Recreation & Youth Services
- Community Centers
- Senior Services
- Behavioral Health
- Homeless
- Affordable Housing
- Public Housing
- Section 8 Housing
- Human/Civil Rights

The purpose of these instructions is to provide uniform administrative rules for City of Albuquerque contracts awarded by the Department of Family and Community Services.

This document will take you through the steps required to successfully manage and execute your contract.

#### 1.0 Introduction

This section outlines definitions, allowable activities, beneficiary populations and applicability requirements.

#### 2.0 Eligibility for Funding for City of Albuquerque Department of Family and Community Services Social Services Contracts

This section covers eligible entities, Requirements for Proposals, insurance requirements, attachments and required assurances.

#### 3.0 Budgetary Guidelines for Department of Family and Community Services Social Services Contracts

The budgetary guidelines section provides information about how to spend contract funds properly, including allowable and unallowable costs as well as indirect costs and allocate cost usage.

#### 4.0 Award Procedures and Contract Expenditures

This section explains the process for awarding and executing contracts.

#### 5.0 Accounting for Department of Family and Community Services Social Services Contract Funds

The accounting section details a variety of fiscal procedures, from basic requirements for proper accounting of funds to amending budgets and reporting and monitoring requirements.

6.0 Work Plans, Amendments, and Program Performance Reports

This section includes work plan and monitoring requirements; amending work plans; and writing reports and records.

7.0 Suspension and Termination Procedures

This section explains the process for suspending or terminating a contract.

8.0 Standard Forms for the Department of Family and Community Services Social Services Contracts

For greater ease in reporting and managing data, this section has been converted to an Excel spreadsheet format. This includes application forms, financial reports and program reports.

Electronic version of these forms will be available from your Program Specialist.

### Where Do I Go From Here? (How to Access Forms)

Type of Contract	Forms Needed	How to Get*
Social Service	<ul style="list-style-type: none"><li>• Applications</li><li>• Financial Reports</li><li>• Program Reports</li></ul>	Please contact your Program Specialist for any additional forms.
Housing	<ul style="list-style-type: none"><li>• Applications</li><li>• Financial Reports</li><li>• Program Reports</li></ul>	Please contact your Program Specialist for any additional forms.

Please contact your Program Specialist with any questions.

### Questions?

If there are questions regarding the applicability or interpretation of a rule, please contact your Program Specialist.

To request an exception or modification on any rule, a waiver must be submitted to the City Department of Family and Community Services in writing.

## Administrative Requirements for Social Services Contracts awarded by the City of Albuquerque, Department of Family and Community Services

### 1.0 Introduction

The purpose of these instructions is to provide uniform administrative rules for City of Albuquerque social services contracts awarded by the Department of Family and Community Services. Unless specifically exempted, contractors are expected to understand and comply with all applicable rules contained within these instructions. Failure to comply may result in questioned costs, suspension or termination of contracts, or other sanctions. If there are questions regarding the applicability or interpretation of a rule, it is the responsibility of the contractor to seek guidance from the City Department of Family and Community Services in writing. In the event of a discrepancy between the contract and the Administrative Requirements, the contract will take precedence.

#### 1.1 Definition and Mission

The mission of the City of Albuquerque's Department of Family and Community Services social services contracts shall be to improve the quality of life for low and moderate income residents of the Albuquerque Metropolitan area. For the purposes of these instructions, the social services contracts encompass a wide range of activities, utilizing local, state, and Federal resources to create and maintain viable communities and a supportive living environment for Albuquerque residents. Such resources include, but are not limited to, City General Fund, Federal Community Development Block Grant funds, HOME Investment Partnership funds, Emergency Shelter Grant funds, Continuum of Care funds, Early Head Start funds, Older American Act funds, and other Federal, State and private funding sources administered by the Department.

#### 1.2 Allowable Activities

Activities undertaken through the program administered by the Department include, but are not limited to:

- a. Preservation and expansion of the stock of decent, safe, and sanitary housing affordable to the low and moderate income population;
- b. Economic development activities to increase the economic viability of low and moderate income neighborhoods and expand the opportunities for low and moderate income persons to obtain and retain meaningful employment;
- c. Development or improvement of public facilities in low and moderate income neighborhoods; and
- d. Provision of a range of public and human services needed to meet immediate and urgent individual and family needs of low and moderate income persons.

#### 1.3 Beneficiary Populations

##### *1.1.1 Lower Income Populations.*

- a. Except as provided below, direct services provided through programs supported by Department of Family and Community Services (DFCS) social services contracts must target residents of Albuquerque whose annual family income is at or below 80% of the median family income for the Albuquerque SMA as established by the U.S. Department of Housing and Urban Development. At the discretion of the Department, income tests lower than 80% of the median income may be established for specific programs

supported through DFCS social services contracts. Income eligibility levels by family size will be published annually by the Department. Beneficiaries of HOME funded programs must have an annual income less than 80%, 60% or 50% of median family income for the Albuquerque SMA. Guidance will be provided by the Department on income targeting on a project-by-project basis.

- b. Verification of Income. Documentation required for verification of income shall be specified in the contract and may include compliance with 24CFR Part 5, or at a minimum, W-2 Forms, 1040 Forms, pay check stubs, or, in appropriate instances, signed client declarations. Client participation in other programs of public assistance including TANF, SSI, Food Stamps, Low Income Energy Assistance, Title XX, General Assistance, Public Housing, Section 8 Rental Assistance, or similar income tested programs may be used as presumptive evidence of eligibility under City guidelines.
- c. Recipients of HOME assisted programs must have their income verified and documented in compliance with 24 CFR Part 5 regulations.
- d. Persons receiving assistance through programs funded under the Stewart B. McKinney Homeless Assistance Act of 1987 or through other programs intended to assist the homeless must meet the following criteria:
  - [1] An individual who lacks a fixed, regular, and adequate nighttime residence; or
  - [2] Who has as a primary residence one that is (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate and transitional housing for the mentally ill); (b) an institution that provides a temporary residence for individuals intended to be institutionalized (excluding prison inmates); or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- e. Support may be made available to programs, services, and activities that do not require all participants to meet this income test if it can be demonstrated that support of such activities offers the most efficient and expeditious means of serving the eligible population and if at least 70% of those served meet the income test and such an arrangement has been provided for in the contract.
- f. Recipients of services designed to meet critical emergency needs such as rape crisis assistance, assistance to victims of domestic violence, assistance to abused and neglected children, the homeless, and the like need not meet an income test. Substance abuse clients will self-report information pertaining to their income.

1.3.2 *Other Characteristics*

Specific characteristics such as persons with disabilities, senior citizens or other individual requirements applicable to specific funding sources may apply.

1.3.3 *Community Development Strategy Areas*

Certain public facilities improvement activities which contribute to the prevention or elimination of slums or blight must be targeted primarily to benefit designated Community Development Strategy Areas.

1.4 Definitions

1.4.1 *Authorized Board Official* shall refer to a member of an organization's governing board who has been authorized by action of that board to bind the corporation.

1.4.2 *City* shall refer to the municipal government of the City of Albuquerque.



- 1.4.3 *Community Development Strategy Area* shall refer to those areas of the City of Albuquerque formally designated by the City as target areas for programs supported by Federal Community Development Block Grant funds.
- 1.4.4 *Contractor* shall refer to a public or private, nonprofit organization under contract with the City of Albuquerque to carry out programs, services, or activities funded by DFCS social services contracts.
- 1.4.5 *Department* shall refer to the City of Albuquerque Department of Family and Community Services.
- 1.4.6 *DFCS Social Services Contracts* shall include, but are not limited to, Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), Emergency Shelter Grant (ESG), Continuum of Care, Older Americans Act, Early Head Start, Housing and Neighborhood Economic Development Fund (HNEDF) or City General Fund projects.
- 1.4.7 *Director* shall refer to the Director of the City of Albuquerque Department of Family and Community Services or her/his authorized representatives.
- 1.4.8 *Governing Board* shall refer to the body legally empowered to determine policy for a nonprofit organization, including authority to bind the organization by any contract or engagement or to pledge its credit or render it liable pecuniary for any purpose or in any amount.
- 1.4.9 *HUD* shall refer to the U.S. Department of Housing and Urban Development.

1.5 *Applicability*

1.5.1 *General.*

These instructions apply to the following contracts awarded by City of Albuquerque Department of Family and Community Services to public or private, nonprofit agencies except as noted in the exception provisions of 1.5.2

[1] Contracts awarded with funding appropriated from the City of Albuquerque General Fund for the purpose of providing social services; contracts awarded with funding provided through the Housing and Neighborhood Economic Development Fund; and contracts awarded with funding provided by the Metropolitan Redevelopment Committee.

[2] Contracts awarded with funding provided by the State of New Mexico.

[3] Contracts awarded with funding provided by HUD through the Community Development Block Grant Program or the HOME Program including program income accruing from such funding that retains its identity as CDBG or HOME funds;

[4] Contracts awarded with funding provided by HUD through the Stewart B. McKinney Homeless Assistance Act of 1987 (including Shelter Plus Care and Supportive Housing Services).

[5] Contracts awarded with funding provided through the Older Americans Act.

1.5.2 *Additions and Exceptions.*

At the discretion of the Department, contracts awarded with funding from other sources may be required to conform to these instructions. The Director may authorize exceptions on a case-by-case basis when such exceptions are in the best interests of the City of Albuquerque and are not in conflict with applicable local, state, or Federal laws and regulations.

## 2.0 Eligibility for Funding for DFCS Social Services Contracts

### 2.1 Eligible Entities

#### 2.1.1 *Basic Eligibility Requirements*

Only an agency currently incorporated as a private, nonprofit corporation, duly registered with the State of New Mexico Corporation, which has nonprofit status under 501(c)(3) of the U.S. Internal Revenue Service Code and meets the minimum standards below and/or agencies which are units of state or local government are eligible to receive funding through DFCS social services contracts. For contractors not currently receiving funding from the City, and for other contractors at the discretion of the Department, the City may conduct a pre-contract site review to verify that all required policies and procedures are in place and operational prior to execution of a funding contract.

#### 2.1.2 *Threshold Requirements*

a. Personnel Policies: Prior to applying for DFCS social services contracts, agencies must have a set of personnel policies and procedures which have been formally adopted by its governing board. This document must specify policies governing terms and conditions for employment; compensation and fringe benefits; holidays, vacation and sick leave; conflict of interest; travel reimbursement; and employee grievance procedures. If services funded by the City require the agency to work with or be in proximity to children or other vulnerable populations, the agency will not employ any person or volunteer who is registered as a sex offender in any United States' jurisdiction or who has a criminal background unacceptable to the City. The agency will ensure that all its employees and volunteers have been screened for a criminal record or registration as a sex offender as part of its hiring process, through the use of criminal background and reference checks, fingerprinting, and interviews. If required by the City, the agency will obtain a Criminal Records Clearance Letter issued by the State of New Mexico Prevention and Intervention Division of the New Mexico Children, Youth and Families Department for all such individuals. In the event the agency hires someone with a criminal record of a non-sexual offender nature, sufficient documentation must be included in their personnel file to warrant the hire.

b. Conflict of interest policies must at minimum:

[1] Apply to the procurement and disposition of all real property, equipment, supplies, and services by the contractor and to the contractor's provision of assistance to individuals, businesses, and other private entities.

[2] Provide that no person who exercises any functions or responsibilities with respect to agency activities or who are in a position to participate in a decision-making process may obtain a personal or financial interest or benefit from an agency activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

[3] Exceptions to the above policies may be allowed with the prior written approval of the Department on a case-by-case basis only after the following has been provided: (i) a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made and (ii) an opinion by the City's attorney that the interest for which the exception is sought would not violate state or local laws.

c. Financial Policies and Procedures: The agency must have and use a written set of financial, accounting and procurement policies and procedures adopted

by its governing board which meet the minimum standards established by the City for contract accounting as detailed in section 5.0 below.

- d. Active Board: The agency must document that its governing board is constituted in compliance with approved bylaws and nationally (e.g. Robert's Rules of Order) and locally (New Mexico Statutes and Court Rules Unannotated) accepted standards and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept. The agency must verify board compliance with the City of Albuquerque "Open Meetings" ordinance.
- e. ADA Compliance: Contractors must agree to meet all the requirements of the Americans with Disabilities Act of 1990 (ADA), and all applicable rules and regulations which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor must agree to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought as a result of any actions or omissions of the Contractor or its agents in violation of the ADA.
- f. Confidentiality and Disclosure of Information: Agencies providing substance abuse services shall inform agency clientele of confidentiality and disclosure of information clauses in compliance with Federal Register 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records; Final Rule.

## 2.2 Requirements for Proposals

The Department will specify the general requirements for contract proposals, including all applicable forms, in its annual Request for Proposals and Application Package. Proposals must contain, at minimum, a description of the work program to be undertaken and a detailed project budget.

## 2.3 Insurance Requirements

All contractors under DFCS social services contracts will be required to procure and maintain through the life of their contract, a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000 for bodily injury, including death, and property damage in any one occurrence. If any part of the contract is sublet, the contractor must include the subcontractor in its coverage or require that the subcontractor obtain all necessary coverage. Policies must be written by companies authorized to write such insurance in the State of New Mexico. The City must be named an additional insured and the policies must (1) identify the Risk Manager, City of Albuquerque as the certificate holder, and (2) provide that 30 days written notice will be given to the City before a policy is canceled, materially changed, or not renewed. The contractor must also comply with the provisions of the Workers Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law.

Proof of insurance is not a requirement for submission, but proposers should be aware that no work may begin under a contract funded through this program until the required insurance has been obtained and proper original certificates or policies are filed with the City.

### 2.3.1 Professional Liability Insurance

All agencies receiving funds through the Department of Family and Community Services, Division of Behavioral Health, shall maintain Professional Liability insurance for all staff and contractors providing substance abuse or mental health services.

2.4 Other Attachments

In addition to the above requirements, applicants must attach or have on file with the City current copies of (i) their certificate of nonprofit incorporation; (ii) the agency's articles of incorporation approved by the New Mexico Corporation commission; (iii) a copy of their bylaws; (iv) any licenses applicable to their proposed activities; (v) a listing of current governing board members; (vi) a current organizational chart; (vii) the agency's personnel policies; (viii) the agency's accounting and procurement procedures; (ix) Certificate of Good Standing and Comparison from the NM Corporation Commission; (x) a copy of the agency's travel reimbursement policies, if travel funds are requested; and (xi) a copy of the agency's most recent independent audit.

2.5 Required Assurances

- 2.5.1 *Compliance with Civil Rights Laws and Executive Orders.* Contractors will be required to comply and act in accordance with all Federal laws and Executive Orders related to the enforcement of Civil Rights, including, but not limited to, the Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Anti-Discrimination in Employment, Executive Order Number 11246, and Equal Opportunity in Employment. In addition, recipients will be required to comply with all New Mexico State Statutes and City of Albuquerque Ordinances regarding enforcement of Civil Rights.
- 2.5.2 *Use of Funds for Sectarian Religious Purposes.* Contractors are required to assure that no funds awarded through the program will be used for sectarian religious purposes, specifically that: a) there will be no religious test for admission for services; b) there will be no requirement for attendance at religious services; c) there will be no inquiry as to a client's religious preference or affiliation; d) there will be no proselytizing; and e) services provided will be essentially secular.
- 2.5.3 *Assurance of Drug Free Facilities.* Applicants for funding must submit an assurance that they will administer a policy designed to ensure that the assisted program is free from the illegal use, possession or distribution of drugs or alcohol by its staff and beneficiaries.
- 2.5.4 *Documentation of Board Review and Approval of Proposal.* Applications for DFCS social services contracts from a private, nonprofit organization must be signed by an authorized board official who is not an employee of the agency. Copies of the minutes of the Board meeting at which the proposal was reviewed and approved by the Board must be maintained on file at the agency.
- 2.5.5 *Certification of Receipt of Administrative Requirements.* Applicants for funding must submit a certification signed by an authorized board official and the agency director of receipt and adherence to the Department *Administrative Requirements* for DFCS social services contracts.

3.0 Budgetary Guidelines for DFCS Social Services Contracts

3.1 Allowable Costs

The following provides principles to be applied in establishing the allowability of certain cost items. Failure to mention a specific item of cost is not intended to imply that it is unallowable: rather, determination as to allowability in each case should be based on applicable federal regulations and/or the treatment or principles provided for similar or related items of cost.

**3.1.1 Bonding Costs**

Costs of bonding required by terms of the contract are allowable as are costs of bonding required by the organization in the general conduct of its operation. Bonding costs must be in accordance with sound business practice and the rates and premiums must be reasonable under the circumstances.

**3.1.2 Communication Costs**

Costs incurred for telephone services, local and long distance telephone calls, telegrams, postage, internet, pager or cell phone services and the like that are related to the project are allowable.

**3.1.3 Compensation for personnel services**

This cost item includes all compensation paid currently or accrued by the organization for services of employees rendered during the period of the contract. It includes, but is not limited to, salaries, wages, fringe benefits, payroll taxes, insurances and pension plan costs.

a. Allowability: Except as otherwise provided, the costs of such compensation are allowable to the extent that:

[1] Total compensation to individual employees is reasonable for the service rendered and conforms to the established policy of the organization consistently applied to City and non-City activities; and

[2] Expenses to awarded contracts are determined and supported as required by this section.

b. Reasonableness:

[1] If the organization is predominantly engaged in activities other than those sponsored by the City, compensation for employees on City-sponsored work will be considered reasonable to the extent that it is consistent with that paid for similar work in the organization's other activities.

[2] If the organization is predominantly engaged in City-sponsored activities, compensation shall be considered reasonable to the extent that it is comparable to that paid for similar work in the labor markets in which the organization competes for the kind of employees involved.

c. Fringe Benefits:

[1] Fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job such as vacation leave are allowable provided such costs are absorbed proportionately by all organization activities.

[2] Fringe benefits in the form of employer contributions or expenses for Social Security, employee insurance, workmen's compensation insurance, pension plan costs are allowable provided all other benefits are granted in accordance with established, written organization policies. Such benefits must be charged to City contracts in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable to such contracts. Benefits charged to City contracts that are furnished by a provider plan (such as health care, retirement, etc.) must be based on a valid and binding contract between the contractor and the benefit provider.

d. Support of Salaries and Wages:

[1] Charges to City contracts for salaries and wages must be based on documented payrolls approved by a responsible official(s) of the

organization. Charges of salaries and wages to City contracts must be supported by personnel activity reports as specified in [2] below.

[2] Reports reflecting the distribution of activity of each employee must be maintained for all staff members whose compensation is charged in whole or in part directly to City contracts. Reports maintained by nonprofit organizations must meet the following standards:

(a) The reports must reflect an *after the fact* determination of the actual activity of each employee.

(b) Each report must account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to the organization.

(c) The reports must be signed by the individual employee, and by a responsible supervisory official having first hand knowledge of the activities performed by the employee, stating that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports.

Approval is not required for the report of the Executive Director or comparable official who reports directly to the agency's Board of Directors.

(d) The reports must be prepared no less than monthly and must coincide with one or more pay periods.

[3] Charges for the salaries and wages of nonprofessional employees, in addition to the supporting documentation described above, must also be supported by records indicating the total number of hours worked each day.

[4] For each employee for whom salaries and wages are charged to a City contract, the Agency must maintain a personnel file which includes, at minimum:

(a) A job description for the position currently held by the employee which specifies the duties of the position, the minimum qualifications for the position, the salary range for the position, and other terms and conditions for employment;

(b) An application form, resume, or other documentation that the employee meets the minimum qualifications for the position as established in the job description and, as applicable, a criminal background check upon hire;

(c) Personnel action records which document the hiring or assignment of the employee in his/her current position and officially establish his/her rate of compensation, including benefits, and the basis for this determination. Compensation must be within the salary range established for the position and salary and benefits must conform to approved agency personnel policies. Documentation must be provided which indicates that any changes in salary or benefits occurring during the term of a City contract have been made in accord with policies and procedures approved by the Board of Directors.

(d) A statement signed by the employee that he/she has received or had an opportunity to review a copy of the agency's personnel policies and understands his/her rights and obligations there under;

(e) a statement signed by the employee that he/she has received a copy of the agency's drug-free workplace policy;

(f) an INS (I-9) form, in accordance with federal regulations; and

(g) a current IRS W-4 form.

(h) All agencies receiving funds through the Department of Family and Community Services, Division of Behavioral Health, shall provide verification of substance abuse or mental health licensure in compliance with the State of New Mexico regulations.

[5] Charges to a City contract for salaries or wages, independent of appropriate charges for payroll taxes and fringe benefits, are not allowable. All requests for salaries under a contract with the City must also include requests for payroll taxes and fringe benefits required by law and by agency personnel policies in proportion to the amount requested for salaries.

**3.1.4** *Education Costs.*

Costs of a program of education for employees are allowable only with the prior written approval of the Department.

**3.1.5** *Equipment and other capital expenditures*

a. Capital expenditures for tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit is allowable only with the prior written approval of the Department.

b. Ownership of equipment purchased with City funding will remain with the City. However, the equipment must also be included on the contractor's inventory list.

c. Contractors are responsible for the cost of replacing or repairing equipment purchased with City funds which is stolen, lost, damaged, or destroyed. The cost of insurance for replacement coverage covering the risk of loss or damage to equipment is allowable.

d. Capital expenditures for land or buildings are allowable only with the prior written approval of the Department.

e. Capital expenditures in excess of \$5,000 for improvements to land, buildings, or equipment are allowable only with the prior written approval of the Department.

**3.1.6** *Insurance and Indemnification*

a. Costs of insurance required or approved under the terms of the contract are allowable.

b. Costs of other insurance maintained by the organization in connection with the general conduct of its operations are allowable provided: that the types and extent of coverage is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.

**3.1.7** *Maintenance and repair costs*

Costs incurred for necessary maintenance, repair, or upkeep of buildings and equipment which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition are allowable.

**3.1.8** *Materials and supplies*

The costs of materials and supplies necessary to carry out a contract are allowable. Such costs must be charged at their actual prices after deducting any discounts, rebates, or allowances received by the organization. Materials and supplies charged as a direct cost should include only the materials actually used for the performance of the contract, with due credit given for any excess materials or supplies retained or returned to vendors.

**3.1.9 *Meetings, conferences***

Costs associated with the conduct of meetings and conferences related to the purposes of the contract are allowable. Reasonable expenditures for food or beverages are allowable only for community education events. If food or beverage expenses exceed \$100.00, prior written approval must be obtained from the City.

**3.1.10 *Memberships, subscriptions, and professional activity costs***

- a. Costs of the organization's membership in civic, business, technical, and professional organizations related to the purposes of the contract are allowable.
- b. Costs of subscriptions to civic, business, professional, and technical periodicals related to the purposes of the contract are allowable.
- c. Costs of attendance at meetings and conferences sponsored by others which are related to the purposes of the contract are allowable, including costs of meals, transportation, and other items incidental to such attendance, to the extent to which these costs conform to written policies consistently applied.

**3.1.11 *Organization Costs***

Costs such as incorporation fees, brokers fees, fees to attorneys, and the like incurred in connection with the establishment or reorganization of an organization are allowable only with the prior written approval of the Department.

**3.1.12 *Overtime, extra-pay shift, and multi-shift premiums***

Premiums for overtime, extra-pay shifts, and multi-shift work are allowable only with the prior written approval of the Department except when necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of equipment, or occasional operational bottlenecks of a sporadic nature.

**3.1.13 *Participant support costs***

Participant support costs for items such as wages, payroll taxes, benefits, stipends, subsistence allowances, travel allowances and the cost of food, clothing, and other goods and services purchased directly on behalf of clients are allowable only with the prior written approval of the Department.

**3.1.14 *Plant operations costs***

Necessary expenses incurred for facility security, janitorial services, elevator services, upkeep of grounds, and the like are allowable to the extent that they are not otherwise included in rental or other charges for space. Costs charged to the City must be consistent with the share of the space occupied by the City-funded program.

**3.1.15 *Professional service costs***

- a. Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the organization are allowable subject to the provision below when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Government.



- b. In determining the allowability of costs in a particular case, no single factor or any special combination of factors is necessarily determinative. However, the following factors are relevant:
  - (1) The nature and scope of services rendered in relation to the service required.
  - (2) The necessity of contracting for the service, considering the organization's capability in the particular area.
  - (3) The past pattern of such costs, particularly in the years prior to City awards.
  - (4) The impact of City awards on the organization's business.
  - (5) Whether the service can be performed more economically by direct employment rather than contracting.
  - (6) The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-City awards.
  - (7) The adequacy of the contractual agreement for the services (e.g. description of the service, estimate of the time required, rate of compensation, and termination provisions).
  - (8) Costs incurred through "open-ended" contracts are not allowable.

**3.1.16 *Public information service costs***

Public information costs include the cost associated with pamphlets, news releases, and other information services. These costs are allowable when incurred to inform or instruct individuals, groups or the general public about the City-funded project; to interest individuals or groups in participating in the City-funded service program; or to disseminate the results of sponsored activities.

**3.1.17 *Publication and printing costs***

Publication and printing costs directly related to the City contract are allowable.

**3.1.18 *Recruiting Costs***

- a. The following costs incurred for the recruitment of personnel required to carry out activities under a City contract are allowable: cost of "help wanted" advertising, operating costs of an employment office, costs of operating a testing program, and fees paid to an employment agency not in excess of standard commercial rates for such services.
- b. Travel expenses of employees while engaged in recruiting personnel, travel costs of applicants for interviews for prospective employment, and relocation costs incurred incidental to recruitment of new employees are allowable only with the prior written approval of the Department.

**3.1.19 *Rental Costs***

- a. Subject to the limitations described below, rental costs for real property or equipment are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
- b. Rental costs under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested in the organization and only with the prior written approval of the Department. For this purpose, a less-than-arms-length lease is one under which one party to the lease agreement is able to control or substantially influence the actions of the other. Such leases include, but are not limited to, those between (i)

divisions of an organization; (ii) organizations under common control through common officers, directors, or members; and (iii) an organization and a director, trustee, officer, or key employee of the organization or his/her immediate family either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest.

- c. Rent costs under sale and lease back, rental/purchase, or lease with option-to-purchase agreements are allowable only with prior written approval of the Department.

#### *3.1.20 Taxes*

In general, taxes which the organization is required to pay and which are paid or accrued in accordance with generally accepted accounting principles are allowable, except for (i) taxes from which exemptions are available to the organization directly; and (ii) special assessments on land which represent capital improvements.

#### *3.1.21 Training costs*

Costs of preparation and maintenance of a program of instruction for employees are allowable only with the prior written approval of the Department.

#### *3.1.22 Transportation Costs*

Transportation costs including freight, express, cartage, and postage charges related either to goods purchased, in process, or delivered are allowable to the extent that such goods are required by the program and the costs can readily be identified with the items involved.

#### *3.1.23 Travel Costs*

- a. Expenses for transportation, lodging, subsistence, and related items incurred by employees and/or board members who are in travel status on official business are allowable when they are directly attributable to specific work under the contract and payment is made in conformity with written travel policies consistently applied.
- b. The difference in cost between first-class air accommodations and coach fare is unallowable except when less than first-class air accommodations are not reasonably available to meet necessary travel requirements.
- c. Local travel mileage: reimbursement for local mileage shall not exceed the federal requirement.

#### *3.1.24 Utilities Costs*

The costs of utilities, including electrical services, heating and cooling, sewer, water, and other charges are allowable to the extent that they are not otherwise included in rental or other charges for space. Charges to a City contract for utilities must be based on the actual cost of service, with the City share of total utility costs consistent with the percentage of space occupied by the City-funded program.

### **3.2 Unallowable Costs**

The following is a list of common types of expenditures which are not properly chargeable to City contracts. Failure to include an item in this listing does not imply allowability of a particular item.

3.2.1 *Bad debts*

Bad debts, including losses (whether actual or estimated) arising from uncollectible accounts and other claims, related collection costs, and related legal costs, are unallowable.

3.2.2 *Contingency provisions*

Contributions to a contingency reserve or any similar provision made for events, the occurrence of which cannot be foretold with certainty, are unallowable.

3.2.3 *Contributions*

Contributions and donations by the organization to others are unallowable.

3.2.4 *Entertainment costs*

Costs of amusement, diversion, social activities, ceremonials, condolences and costs relating thereto, such as meals, lodging rentals, transportation, and gratuities are unallowable.

3.2.5 *Fines and Penalties*

Costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations are not allowable.

3.2.6 *Honorariums*

Expenses for awards intended to confer distinction upon, or symbolize respect, esteem or admiration for the recipient, are not allowable.

3.2.7 *Interest, fund raising, and investment management costs*

- a. Costs incurred for interest on borrowed capital or temporary use of endowment funds, however represented, are unallowable.
- b. Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions are unallowable, except to the extent that such activities are undertaken to reduce the cost, or to avoid material impairment of the organization's authority to perform the contract.
- c. Costs of investment counsel and staff and similar expenses incurred solely to enhance income from investments are unallowable.

3.2.8 *Lobbying*

- a. Costs associated with the following activities are unallowable:

[1] Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure through in-kind or cash contributions, endorsements, publicity, or similar activity;

[2] Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

[3] Any attempt to influence: (i) the introduction of Federal, state, or local legislation; or (ii) the enactment or modification of any pending Federal, state, or local legislation through communication with any member or employee of the Congress, state legislature, or City Council, or with any government official or employee in connection with a decision to sign or veto enrolled legislation;

[4] Any attempt to influence: (i) the introduction of Federal, state, or local legislation; or (ii) the enactment or modification of any pending Federal, state, or local legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

[5] Legislative liaison activities, including attendance at legislative sessions or committee hearing, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

b. The following activities are excepted from the coverage of the above:

[1] Providing a technical and factual presentation of information on a topic directly related to the performance of a contract through hearing, testimony, statements or letters to the Congress, state legislature or City Council or subdivision, member, or cognizant staff member thereof, in response to a documented request made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form and further provided that the costs under this section for travel, lodging, or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional or State Legislative hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing;

[2] Any lobbying made unallowable by section a.

[3] to influence state or local legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the contract;

[4] Any activity specifically authorized by statute to be undertaken with funds from the contract.

### 3.2.9 *Losses on other awards*

Any excess of costs over income on any award is unallowable as a cost to any other award. This includes, but is not limited to, the organization's contributed portion by reason of cost sharing agreements or any under-recoveries through negotiation of lump sums for, or ceilings on, indirect costs.

### 3.2.10 *Payments to government employees*

Payments by private, nonprofit organizations, either direct or indirect, made from contract funds to, or on behalf of, full-time Federal, state, or City employees are not allowable.

### 3.2.11 *Year-end stockpiling of supplies, material, and equipment*

Purchases of these items should be done early in or regularly throughout the term of the contract in order to provide services to clients. Large purchases of supplies, material, and equipment within the last 60 days of the contract are viewed as an attempt to soak up remaining balances on the contract and are therefore not allowed.

### 3.3 Indirect Costs

Indirect costs charged to City contracts are allowable only with the prior written approval of the Department and only if:

- a. These costs are based on an approved indirect cost rating issued by an agency of the Federal government.
- b. The pooled costs included in this agreement are not also charged directly to the City.
- c. Such costs are not, in the judgment of the City, excessive in relationship to the overall costs of the funded project.
- d. Indirect costs are charged proportionately to all funding sources contributing to the assisted project.

#### 3.3.1 *Indirect cost rates for public institutions*

The general policy of the City shall be that the maximum amount the City will pay as administrative overhead on grants to other public institutions is 8%.

### 3.4 Allocated Direct Costs

For Agencies that receive multiple contracts, either from the City, or other sources, a cost allocation plan must be followed. This plan must detail the proration of common agency expenses and accurately reflect the Department's contract(s) pro-rated share of expenses.

## 4.0 Award Procedures and Contract Expenditures

### 4.1 Contract Awards

#### 4.1.1 *Review and Recommendations*

Proposals will be reviewed according to procedures established by the Department and detailed in the Social Services Contracts Procurement Rules and Regulations.

#### 4.1.2 *Notification of Provisional Award*

Following approval of a recommendation by the Mayor and, if required by City Council, the Department will notify the successful applicant of its intention to award a DFCS social services contract.

- a. If the amount of the recommended award is the same as the amount requested in the proposal, the budgeted costs are allowable and acceptable to the Department, and no changes are required in the proposed work program, three copies of the contract will be made available to the applicant as soon as feasible after notification of the award.
- b. If changes are required in the budget or work program, the Department will enter into negotiations for changes with the applicant agency.

#### 4.1.3 *Contract Execution*

- a. Once an agreement is complete and acceptable both to the City and the contractor, four copies of the contract must be signed by an authorized representative of the agency who is not an employee. These signed contracts and an original certificate(s) providing proof of insurance shall be returned to the Department.

- b. Assuming that the contract is complete and passes all legal review and that sufficient funds have been appropriated by Council and/or made available to the City from the state or Federal government, the City will return a signed copy of the final approved contract to the contractor and authorize work to begin on the contract on a specified date.

**4.1.4 *Contract Expenditure Review***

The City shall, from time to time during the contract period, review the actual agency expenditures charged to the contract. At the discretion of the City, unutilized funds may be de-obligated from the contract for reallocation.

**4.1.5 *Requests for Exceptions to Conflict of Interest Requirements***

Prior to final approval of a contract, on such forms as the City may require, an agency requesting exceptions to conflict of interest requirements shall submit to the Department disclosure statements signed by persons covered by conflict of interest provisions. Exceptions to these requirements are contingent upon approval by the Director, the City Attorney, and when required, by an agency of the State or Federal government. No work may be initiated under a contract until exceptions have been granted. Failure to disclose conflicts of interest may result in suspension or termination of a contract. Additional requests for exceptions to the conflict of interest requirements must be submitted at any time during the life of the contract that conditions creating a conflict of interest may occur.

**5.0 Accounting for DFCS Social Services Contract Funds**

**5.1 Basic Requirements for Proper Accounting of Funds**

**5.1.1 *Accounting System***

The contractor's accounting system should, at minimum, meet the following standards.

- a. The system must be designed so that no one person has access to all financial operations, procedures, and records.
- b. The system should clearly identify DFCS Social Services contract revenues and expenditures from those of other funding sources in posting to the books of account. The City may require the contractor to maintain a separate banking account for DFCS Social Services contract funds, if required by State or Federal regulations or deemed to be in the best interests of the City.
- c. The system must allow individual cost elements in their chart of accounts to be reconciled to the cost categories in the approved DFCS Social Services contract budget.
- d. The system must identify and segregate unallowable costs.
- e. There must be a filing system that is easily accessible which separates contract transactions in a consistent manner.
- f. The system must fully document all contract expenditures with invoices, statements, time sheets, and other source documentation signed by an authorized official.
- g. The system must assure that contract transactions are recorded and posted in the accounting books and records at least every thirty days.
- h. The system must provide for the separation of the accounting function from procurement (purchasing) and receiving.

- i. The system must also provide for appropriate internal control procedures in respect to payroll, procurement (purchasing), property management, and cash management, including provision for dual signatures for checks of \$1,000 or more drawn on an agency account and assurance that no person be authorized to sign checks for which he/she is also the payee except that the Executive Director may be the second signature on his/her payroll check if based upon the Board approved salary.

**5.1.2 Adequate Personnel**

Whether employed directly by the agency or through contract, the agency must currently employ or commit to hire personnel responsible for accounting functions with appropriate training and experience to adequately administer a contract of the size and complexity of the one proposed.

**5.2 Accounting for Program Income**

Program income represents the gross income earned by the contractor from City-supported activities or the gross income reduced by certain expenditures if so provided by the contract. Such income includes, but is not limited to, income from fees for services performed, from the use of rental of real property or equipment acquired with City funds, from the sale of commodities or items fabricated under a grant agreement, and any income earned from payments of principal and interest on loans made with contract funds.

- a. Program income does not include interest earned on advances of City funds. Interest earned on advances of City funds shall be immediately remitted to the City.
- b. Proceeds from the sale of real and personal property provided by the City or purchased in whole or in part with City funds shall be handled in accordance with regulations outlined below related to property management.
- c. Unless the contract provides otherwise, contractors shall have no obligation to the City with respect to royalties received as a result of copyrights or patents produced under a contract agreement.
- d. All other program income earned during the project period, at the discretion of the City, may be:
  - [1] Used to further eligible program objectives. Program Income used to provide contracted services shall be expended prior to requesting Department contract funds.
  - [2] Used to finance the non-City share of the project when approved by the City; or
  - [3] Deducted from the total project costs in determining the net costs on which the City share of costs will be based; or
  - [4] Remitted to the City. For contracts included in the Consolidated Plan that are funded by HUD, all program income will be remitted to the City at regular intervals throughout the contract period, but not less than monthly.
- e. Reporting of Program Income. The contractor's accounting system must clearly identify program income from DFCS Social Services contracts, and the City may require the contractor to provide regular reports on program income received, amounts expended, and any balance unexpended during the reporting period. Such reports will be on such forms as the City may designate.

- f. Uses of Unexpended Program Income: Unexpended program income, from any source, shall retain its identity as DFCS Social Services funding after the ending date of the contract period. Unless otherwise specified in the contract agreement, the City shall observe the following rules in the disposition of unexpended program income:

[1] The City may permit the contractor to retain the funds for use on a subsequent contract involving new program funds in accord with the principles contained in 5.2.d.

[2] If no subsequent contract is awarded by the City involving new funding, the City may permit the contractor to retain the funds for use on another project, provided that the activities are consistent with the laws and regulations governing the contract program which was the original source of the unexpended program income. In such cases, the funds will be subject to all the requirements and approvals specified in these instructions, including execution of a contract agreement for the expenditure of previously unexpended program income.

[3] If no subsequent contract is awarded by the City, and no alternative use is approved, the City may direct the Contractor to remit to the City the full amount of unexpended program income.

### 5.3 Cost Sharing and Matching

From time to time, the City may require cash and/or in-kind contributions from the contractor as a condition of a contract award. The following sets forth the criteria and procedures for the allowability of cash and in-kind contributions made by the contractor or third parties in satisfying any cost sharing and matching requirements of the City.

#### 5.3.1 Definitions

The following definitions apply for the purpose of this section.

- a. Project Costs. Project costs are all allowable costs incurred by a contractor and the value of in-kind contributions made by the contractor or third parties in accomplishing the objectives of the contract during the project period.
- b. Cost sharing or matching. In general, cost sharing and matching represents that portion of project or program costs not borne by the City.
- c. Cash contributions. Cash contributions represent the contractor's cash outlay, including the outlay of money contributed to the contractor by non-City third parties.
- d. In-kind contributions. In-kind contributions represent the value of non-cash contributions provided by the contractor and third parties. In-kind contributions may be in the form of charges for real property and non-expendable personal property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

#### 5.3.2 General Guidelines for Cost Sharing and Matching

- a. Cost sharing or matching may consist of:

[1] Charges incurred by the contractor as project costs not accounted for as cash or in-kind contributions (e.g. depreciation and use costs).

[2] Project costs financed with cash contributed or donated to the recipient by other public agencies, private organizations, and individuals.



[3] Project costs represented by services and real and personal property, or use thereof, donated by other public agencies, private organizations, and individuals.

b. All contributions, both cash and in-kind, may be accepted as part of the contractor's cost sharing and matching when such contributions meet all of the following tests:

[1] Are verifiable from the contractor's records;

[2] Are not included as contributions for any other City-assisted program;

[3] Are necessary and reasonable for proper and efficient accomplishment of project objectives;

[4] Are types of charges that would be allowable under the applicable cost principles;

[5] Are not paid by the City under another assistance agreement unless the agreement is authorized by the City to be used for cost sharing or matching;

[6] Are provided for in the approved budget when required by the City; and

[7] Conform to other provisions of these regulations.

#### 5.3.3 *Valuation of In-kind contributions*

Values for recipient in-kind contributions will be established in accordance with the applicable cost principles

#### 5.3.4 *Matching for Federal Funds*

When a City award is made through a re-grant of Federal funds, the City may require:

[1] That the cost sharing or matching contributions are not paid by the Federal government under another assistance agreement unless the agreement specifically authorizes the use of such assistance for cost sharing or matching.

[2] That in-kind cost sharing or matching contributions not represent the value of real or personal property purchased with Federal funds unless authorized by Federal regulations.

### 5.4 Property Management

#### 5.4.1 *Real Property*

From time to time, DFCS Social Services contract funds may be used by a public or private, nonprofit entity for the acquisition of real property. The following regulations shall apply to the acquisition, management, and disposition of such property by a contractor.

a. Definition. "Real Property" means land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.

b. Basic acquisition policies. In the acquisition of real property the following criteria apply:

[1] The cost for the acquisition of real property must not exceed the Fair Market Value for such property established through a written statement independently and impartially prepared by a certified appraiser setting

forth an opinion of the defined value of the property, adequately described, and as of a specific date, supported by the presentation and analysis of relevant market information.

[2] The amount of real property acquired should not exceed the amount required for the purposes of the City-supported program except if acquisition of only a portion of a property would leave the owner with an uneconomic remnant.

[3] Purchase of the property must be based on open negotiation between the contractor and the owner or the owner's representatives, including a written offer allowing the owner reasonable opportunity to consider the offer and suggest modification in the proposed terms and conditions of the purchase. No threats of condemnation or of other coercive actions or other inducements for agreement on the price resulting from, or related to the City's involvement, may be made as part of negotiations.

[4] No purchase of real property may be made without the prior written approval of the Department, specific as to site, description, and price.

c. Anti-Displacement Provisions. No persons shall be required to move permanently or temporarily from his or her dwelling or business as a result of the purchase of real property or rehabilitation of real property using DFCS Social Services contract funds unless approval has been granted in writing by the City prior to relocation. All applicable procedures required by the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, as amended (URA), shall be adhered to in the event of potential permanent or temporary relocation of persons and businesses and the Contractor shall coordinate all relocation activities with the City to ensure compliance with URA. Relocation assistance must be provided at the Contractor's expense to any persons or businesses involuntarily displaced, according to regulations established by the URA.

d. Title and Disposition.

[1] Title to real property shall vest in the contractor subject to the condition that the contractor shall use the real property for the authorized purpose of the project as long as it is needed or as specified in the contract agreement, which shall be normally no fewer than fifteen (15) years. Title to the real property shall not be transferred to any other entity without written authorization by the City. As an assurance of compliance with this requirement, the City shall file an original copy of the agreement with the County Clerk as part of the record of title.

[2] The contractor shall obtain approval by the City for the use of the real property in other projects when the contractor and City jointly determine that the property is no longer needed for the purpose of the original projects. Such alternative uses must be consistent with the laws and regulations governing the program for which the property was initially purchased.

[3] When the real property is no longer needed as provided in [1] and [2] above, the contractor shall request disposition instructions from the City. Unless otherwise specifically provided for in contract agreements, the City shall observe the following rules in the disposition instructions:

(a) The contractor may be permitted to retain title after it compensates the City in an amount computed by applying the City percentage of participation in the cost of the original project to the fair market value of the property.

(b) The contractor may be directed to sell the property under guidelines provided by the City and pay the City an amount computed by applying the City percentage of participation in the cost of the original project to the proceeds from sale.

(c) The contractor may be directed to transfer title to the property to the City provided that in such cases the contractor shall be entitled to compensation computed by applying the recipient's percentage of participation in the cost of the program or project to the current fair market value of the property.

#### **5.4.2 Substantial Improvements to Real Property**

From time to time, DFCS Social Services funds may be used by a public or private, nonprofit entity for capital expenditures for improvements to real property owned by the entity. The following regulations apply to the treatment of such improvements with a total cost to the City of \$2,000 or more:

a. Basic Procurement Policies. In making substantial improvements to real property the following criteria apply:

[1] Procurement of supplies, equipment, construction and other services must conform to the procurement standards outlined in 5.5 below.

[2] No substantial improvements to real property may be made without prior written approval of the Department, specific as to site, description, and cost.

b. Anti-Displacement Provisions. No person shall be required to move from his or her dwelling or business as a result of substantial improvements to real property using DFCS Social Services contract funds unless relocation assistance is provided at the contractor's expense, according to guidelines established by the City.

#### **c. Title and Disposition**

[1] Title to real property improved with City funds shall vest in the contractor subject to the condition that the contractor shall use the real property for the authorized purpose of the project as specified in the contract agreement.

[2] The contractor shall obtain approval by the City for the use of real property improved with assistance from the City in other projects when the contractor and City jointly determine that the property is no longer needed for the purpose of the original project prior to the end of the period of designated use specified in the contract.

[3] If the property is no longer needed for the purpose of the original project prior to the end of the period of designated use, and no alternative use is approved by the City, the contractor shall repay to the City the full amount of the costs of substantial rehabilitation paid by the City or such percentage of the full amount specified in the contract.

[4] If the improved real property is used for its original purpose, or for an approved alternative purpose, for the period specified in the contract, thereafter the contractor is free to use the property in connection with other activities or to dispose of the property without obligation to the City.

#### **5.4.3 Equipment**

a. Definition: Equipment means tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

b. Basic Acquisition Principles. In the acquisition of equipment, the following principles shall apply:

[1] Basic procurement principles generally applicable to the procurement of supplies, equipment, construction, and other services outlined in 5.5 below shall apply to the acquisition of equipment.

[2] No equipment may be acquired without the prior written approval of the Department.

c. Title and Disposition

[1] Title to equipment remains vested in the City. Contractors shall, however, maintain such property on its inventory list. Upon completion of the contract, or when the property is no longer needed, the contractor shall report the property to the City for further utilization. The City may, at its discretion:

(a) Permit the contractor to use the property in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by City funds.

(b) If the property is no longer needed in the project or program for which it was acquired, permit the contractor to use the property in connection with other activities.

(c) Exercise its right to take possession of the property or transfer use to a third party named by City government.

(d) If the City has no further need for the property, it may be declared excess and disposed of according to standard procedures.

d. Property management standards for equipment. The contractor's property management standards for equipment shall include the following procedural requirements:

[1] Property records shall be maintained accurately and shall include:

(a) A description of the property.

(b) Manufacturer's serial number, model number, City stock number, or other identification number.

(c) Source of the property, including contract number.

(d) Whether title vests in the contractor or City.

(e) Acquisition date and cost.

(f) Percentage of City participation in the cost of the project or program for which the property was acquired.

(g) Location, use, and condition of the property and the date this information was reported.

(h) Unit acquisition cost.

(i) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value when a contractor compensates the City for its share.

[2] Property owned by the City must be marked to indicate City ownership.

[3] A physical inventory of property shall be taken and the results reconciled with the property records annually. Any differences between quantities determined by physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property.

**5.4.4 Expendable Property**

a. Definition. Expendable property refers to all tangible property other than real property and equipment.

b. Basic Acquisition Principles. In the acquisition of expendable property, the following principles shall apply:

[1] Basic procurement principles generally applicable to the procurement of supplies, equipment, construction, and other services outlined in 5.5 below shall apply to the acquisition of expendable property.

[2] Expendable property may be acquired without the prior written approval of the Department up to the amount allowed in the approved budget.

c. Title and Disposition

[1] Title to expendable property shall vest in the contractor upon acquisition.

[2] If there is a residual inventory of such property exceeding \$5,000 in total aggregate fair market value upon termination or completion of the contract and the property is not needed for any other City-sponsored program, the contractor may retain the property for use on non-City sponsored activities, or sell it, but must in either case compensate the City for its share.

**5.5 Procurement Standards**

These instructions provide standards for use by contractors in establishing procedures for the procurement of supplies, equipment, construction and other services with City funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal law and regulations.

**5.5.1 Standards of Conduct**

a. Contractors must adhere to conflict of interest provisions established in other sections of these instructions in respect to all procurements.

b. In addition, the contractor must establish a clear policy that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or potential subcontractors and provide for disciplinary actions to be applied for violation of these standards.

**5.5.2 Procurement Standards**

a. Bid Standards

[1] All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

[2] Consultants employed by the contractor to prepare or draft specifications, requirements, statements of work, invitations for bids,

and/or requests for proposals shall be excluded from competing for such procurements.

[3] Awards shall be made to the bidder/offeror whose bid/offer is responsive to the solicitation and is most advantageous to the contractor, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order for his bid/offer to be evaluated by the contractor. Solicitations should specify that any and all bids/offers may be rejected when it is in the contractor's interest to do so.

b. All contractors must establish *written* procurement procedures that provide for, at a minimum, the following procedural requirements.

[1] Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.

[2] Solicitations for goods and services shall be based on a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not contain restrictions which unduly restrict competition. "Brand name or equal" descriptions should be used as a means to define the performance or other requirements of a procurement.

[3] Positive efforts shall be made by the contractor to utilize small business and minority-owned business sources of supplies and services.

[4] The type of procuring instruments used will be determined by the contractor, but must be appropriate for the particular procurement and for promoting the best interests of the program. However, "cost-plus-a-percentage-of-cost" method is prohibited.

[5] Subcontracts shall be made only with responsible subcontractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement.

[6] All proposed sole source subcontracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$2,000 shall be subject to prior approval at the discretion of the Department.

[7] Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, or similar indicators.

[8] Procurement records and files for purchases in excess of \$2,000 shall include the following:

- (a) Basis for contractor selection;
- (b) Justification for lack of competition when competitive bids or offers are not obtained;
- (c) Basis for award cost or price.

[9] A system for contract administration shall be maintained to ensure subcontractor conformance with terms, conditions, and specifications of the subcontract and to ensure adequate and timely follow-up of all purchases. All contracts must be time-limited and include a specified beginning and ending date.

c. The contractor shall include, in addition to provisions to define a sound and complete agreement, the following provisions in all subcontracts:

[1] Subcontracts shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which subcontractors violate or breach subcontract terms and provide for such remedial actions as may be appropriate. All contracts must be time-limited and include a specified beginning and ending date.

[2] All subcontracts shall contain provisions for termination by the contractor including the manner by which termination will be effected and the basis for settlement. In addition, such subcontracts shall describe conditions under which the subcontract may be terminated for default as well as conditions where the subcontract may be terminated because of circumstances beyond the control of the subcontractor.

[3] In all subcontracts for construction or facility improvement awarded for more than \$100,000, contractors shall observe bonding requirements established by the City. The City will provide technical assistance, if requested, in establishing these requirements.

[4] All subcontracts awarded by contractors having a value of more than \$2,000 shall contain a provision requiring compliance with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented in Department of Labor regulations (41 CFR, Part 60). The City will provide technical assistance, if requested, in the drafting of this provision.

[5] All subcontracts in excess of \$2,000 for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act as supplemented in HUD regulations. This law and regulations provide that each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled. The contractor shall report all suspected or reported violations to the Department.

[6] When required by Federal legislation, all construction subcontracts of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations. The City will provide, if requested, technical assistance to the contractor on specific requirements of this section.

[7] Where applicable, all subcontracts awarded in excess of \$2,000 for construction contracts and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 1-3 and 107 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations. The City will provide, if requested, technical assistance to contractors on specific requirements of this section.

[8] All subcontracts awarded by the contractor shall include a provision to the effect that the City and, where applicable, any state or Federal sponsoring agency and the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the subcontractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

[9] All subcontracts in excess of \$100,000 shall contain a provision that requires the subcontractor to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 and the Federal Water Pollution Control Act as amended. Violations shall be reported to the City and the Regional Office of the Environmental

Protection Agency. The City will provide technical assistance to the contractor, if requested, in preparation of this provision.

[10] All subcontracts shall contain a provision that requires the subcontractor to comply with the Americans with Disabilities Act of 1990.

- d. For additional requirements related to capital projects undertaken with City assistance, contractors must consult the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, Community Development Program for Public Facilities and Improvements*.

## 5.6 Contract Expenditures

### 5.6.1 General Limitations on Expenditures

No expenditures incurred prior to the beginning date of the contract may be paid with contract funds. Expenditures incurred during the grant period may be paid from contract funds after the ending date. All such expenditures, however, must be liquidated within 30 days after the end of the project period. No expenditures incurred after the ending date of the contract may be paid from contract funds.

### 5.6.2 Audit Expenditures

Of the total cost of applicable agency-wide independent audits, the amount budgeted to the City contract shall not exceed the proportion that the City contract is of the total agency budget. Amounts budgeted must be obligated prior to the end of the program year, but are exempt from the 30 day liquidation requirement of 5.6.1.

### 5.6.3 Certification Letter

Prior to the expenditure of funds, contractors must have on file with the Department a Signature Certification Form that provides the name and address of the entity to whom checks should be made payable and the name(s) and title(s) of any person authorized to sign the Financial Status Report and Request for Reimbursement Form.

### 5.6.4 Payment Procedures

#### a. Cost Reimbursement.

[1] General: Payments from the City for this Program are made on the basis of reimbursements for costs incurred for line item expenses included in the approved agency budget. The program does not allow for the disbursement of funds prior to an obligation for specific expenses.

[2] Reimbursement of costs for salaries and wages: Reimbursement for costs charged to the City for salaries and wages, including applicable payroll taxes and fringe benefits, shall be made only for positions included in an approved line item budget. The amount of such reimbursement shall normally be limited to an amount not to exceed the total amount budgeted for the position divided by the number of pay periods included in the term of the contract, as established in agency personnel policies, multiplied by the number of pay periods for which reimbursement is being requested.

[3] Financial Status Report and Request for Reimbursement. All requests for payments through the program must be submitted on the Financial Status and Request for Reimbursement Form. Requests for payment may be submitted at any time during the contract period, though no less than quarterly or more than bi-weekly intervals. At the discretion



of the City, contractors may be required to submit appropriate back-up documentation with the Financial Status Report and Request for Reimbursement.

[4] Cash received from the City must normally be expended within three (3) working days of the date that it is received.

[5] As noted above, with the exception of a request for payment of audit expenses, all requests for reimbursement must be received by the City within thirty (30) days of the end date of the contract. Requests received beyond thirty days may be considered excluded from contract obligation resulting in non-payment.

[6] Payment of requests for reimbursement by the City does not constitute a judgment by the City as to the allowability of costs and such payments are made subject to later review or audit.

[7] Payment of requests for reimbursement may be temporarily suspended, pending corrective action by the contractor or pending a decision to terminate a contract, in accordance with procedures outlined in 7.0 below.

b. Fee for Service

[1] General: Payments from the City for this Program are based on a negotiated fee for specific services included in the Contractor Agreements.

[2] Request for Payment. Payments shall be made to the Contractor no more than bi-weekly but no less than quarterly, and subsequent to receipt of a request for payment in compliance with the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

[3] All requests for payment submitted by the Contractor must be supported by documentation of Services provided in the Contractor's files.

[4] All requests for payments must be received by the City within thirty (30) days of the end date of the contract. Requests received beyond thirty days may be considered excluded from contract obligation resulting in non-payment.

[5] Payment of requests for payment may be temporarily suspended, pending corrective action by the contractor or pending a decision to terminate a contract, in accordance with procedures outlined in 7.0 below.

5.7 Budget Amendments

5.7.1 *Requests for Budget Amendments*

- a. No reimbursements will be made for expenditures not contained in an approved contract budget, nor will reimbursements be made in excess of the amounts budgeted for each line item in an approved contract budget.
- b. Prior to expending contract funds for items not included on the approved budget, or in amounts exceeding those for approved line items, except as provided for below, the contractor must receive prior written permission from the Department. Requests for budget revisions must be submitted on a standard Request for Budget Revision Form. Expenditures according to the

revised budget may not be made prior to the receipt by the contractor of the approved Request for Budget Revision Form from the Department.

- c. Increases or decreases in the total amount of the contract will require that a supplemental contract agreement be executed between the City and the contractor.

*5.7.2 Allowable Flexibility*

Contractors may, without prior approval from the Department, make a line item change up to \$500 or (5%) five percent of the line item amount contained in the original approved budget, whichever is greater. Line item changes in excess of that amount require prior approval from the Department as specified above.

5.8 Retention of Contract Records

*5.8.1 General Requirements*

- a. Definition. Contract accounting records are considered to be those records related to the receipt and expenditure of contract funds.
- b. Contractors are required to retain all accounting records and related original and supporting documents that substantiate costs charged to contract activities, identifiable by contract number. It is the responsibility of the contractor to assure the safekeeping of all contract records and to be able to promptly produce them upon the request of authorized City, state, or Federal representatives.

*5.8.2 Time Limitation on Record Retention*

Records normally must be retained for five (5) years after the end date of the contract or, if applicable, after the final audit of the contract has been completed. In all cases, an overriding requirement exists to retain records until resolution of any audit question relating to individual contracts even if the period exceeds the normal five year period.

5.9 Fiscal Reports and Monitoring Requirements

*5.9.1 General Requirements*

- a. Monitoring Requirements. As often as may be required at the discretion of the City, fiscal office staff of the Department will conduct scheduled on-site monitoring visits to agencies receiving contract funding. Agencies will be required to make available appropriate financial records. In the case of computer maintained records, availability means a printed copy of such records. Financial records related to the project include those as are necessary for the Department staff to:

- [1] Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations, and procedures;

- [2] Ascertain whether appropriate policies, plans, and procedures are being followed;

- [3] Provide management with systematic appraisals of financial and administrative controls; and

- [4] Determine the reliability of financial records.

- b. As soon as is practicable following the conclusion of an on-site monitoring visit, a written report of findings and recommendations for corrective actions, if any, will be provided by the Department to the director and governing board of

the agency. Agency written response, when required, to a Department monitoring report shall be signed by an authorized board official who is not an employee and approved by the governing board of the agency.

**5.9.2 Additional Requirements**

Contracts are subject, at any time, to inspection and audit by authorized representatives of the Department, the City, and cognizant federal and state agencies.

**5.9.3 Acceptance of Final Request for Reimbursement**

The final Request for Reimbursement shall be considered final fiscal report of the contract period. Final reports of expenditures submitted by contractors are accepted by the Department subject to audit and shall not affect:

- a. The City's right to disallow costs and recover funds on the basis of a later audit or other review;
- b. The contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

**5.9.4 Collection of amounts due.**

- a. Any funds paid to a contractor in excess of the amount to which the grantee is finally determined to be entitled under the terms of the contract constitute a debt to the City. If not paid within a reasonable period after demand, the City may reduce the debt by:

[1] Making an administrative offset against other requests for reimbursements.

[2] Other action permitted by law.

- b. Except where otherwise provided by statutes or regulations, the City will charge interest on an overdue debt. The date from which interest is computed is not extended by litigation or the filing of any form of appeal.
- c. Except when specifically authorized by the Director in writing, the Department shall not contract with an agency in debt to the City as a consequence of the findings of an audit or other review.

**5.10 Audit Requirements**

**5.10.1 General Requirements**

- a. Contractors who expend \$500,000 or more of Federal funds during the year shall have an audit conducted in accordance with the Federal Government's Office of Management and Budget Circular A-133 as amended. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards.
- b. Contractors who receive \$25,000 or more in funding from the City, and who do not fall under A-133, shall have an a financial statement audit conducted by an independent auditor in accordance with generally accepted auditing standards.
- c. The audit shall be made by an independent certified public accountant in accordance with generally accepted government auditing standards covering financial and compliance audits, selected by a competitive bidding process in conformity with standards established by the City. Language in the scope of work section in the RFP issued by the agency in soliciting bids for the audit must include the following:

[1] For agencies with expenditures of \$500,000 or more an examination shall be made in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants and will conform to the following authoritative sources:

- (a). Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1981 revision).
- (b). Single Audit Amendments of 1996.
- (c). OMB "Compliance Supplement for Single Audits of State and Local Governments.
- (d). Office of Management and Budget Circular A-110--Uniform Administrative Requirements.
- (e). Office of Management and Budget Circular A-122--Cost Principals.
- (f). Office of Management and Budget Circular A-133.
- (g). Accounting Principles Board Opinions.
- (h). Financial Accounting Standards Board Opinions.
- (i). Other pertinent manuals, regulations, and statutes.

[2] For those agencies with federal expenditures less than \$500,000 an examination shall be made as noted in Section 5.10.1c(10) above except B and F do not apply.

[3] That a complete and comprehensive examination should encompass the following areas:

- (a). An analysis of generally accepted accounting principles as applied to legal and external reporting requirement.
- (b). An in-depth analysis of the financial accounting system and evaluation of internal controls.
- (c). Comprehensive compliance audit as provided for in OMB Circular A-133, and the Single Audit Act.
- (d). A full examination of the year-end financial statements and issuance of a formal opinion as to their fairness and comprehensiveness within accounting and legal requirements.

[4] If OMB Circular A-133 applies, a classification will be done of the significant internal accounting and administrative controls used in administering Federal and City financial assistance programs in the following categories:

- (a). General
  - 1. Political Activity--Prohibits the use of Federal or City assistance funds for partisan political activity.
  - 2. Civil Rights--Prohibits excluding any person from Federal or City assisted programs or activities because of race, color, national origin, or handicap.
  - 3. Financial Reports--Requires periodic submission of financial reports.
  - 4. Cash Management--Requires recipients to have procedures to reduce the time between receipt and use of Federal or City funds.

5. Davis Bacon Act--Requires that wage rate paid laborers on federally financed construction projects at least equal local established rates.

6. Relocation Assistance and Real Property Acquisition-- Requires certain procedures when Federal assistance funds are used to acquire property or when relocations are involved.

(b). Specific Program Requirements

1. Types of Services Provided--Expenditures were for allowable services.

2. Eligibility of Recipients--Recipients were eligible for benefits or services received.

3. Level of Effort Required--Required procedures were performed and certain efforts made.

4. Reporting Requirement--Financial reports and claims for reimbursement contain required information and are supported by the books and records.

5. Case File Maintenance--Case files contain required documentation.

d. The agency must provide the City with a copy of a letter engaging an audit firm selected through the bidding procedure for the agency's fiscal year most recently ended. The Department may determine not to enter into a new contract with an agency which fails to provide a letter of engagement.

e. The audit shall cover the entire operations of an agency receiving City financial assistance during the year.

f. The contractor shall apportion the cost of such audit between its funding sources as appropriate, but in no case shall the Department be liable for audit costs in excess of the amount approved in the contract documents.

g. The report and the management letter made on the audit, shall, within thirty (30) days of receipt by the agency, be transmitted to the Department and made available by it for public inspection.

h. If the audit finds any material noncompliance with applicable laws and regulations by, or material weakness in the internal controls of, the contractor, the contractor must submit to the Department a plan for corrective action to eliminate the material noncompliance or weakness or a statement describing the reasons that corrective action is unnecessary. The Department reserves the right to amend, suspend, or terminate any current contract with the agency based on the findings of the audit.

i. If the auditor becomes aware of illegal acts or other irregularities, prompt notice shall be given to the contractor's management officials above the level of involvement. These officials, in turn, shall promptly inform the City of the illegal acts or irregularities.

j. All fraud, abuse, or illegal acts or indications of such acts, including all questioned costs found as the result of these acts, that auditors become aware of should be covered in a separate report submitted to the organization audited and to the City.

k. The agency shall inform the Department of the time and date of the exit meeting between the auditor and management of the agency and the Department may, at its discretion, be represented at this meeting.

5.10.2 *Audit Resolution*

The City shall ascertain that the agency has resolved all audit findings. Resolution shall be made within six (6) months of the receipt of the report by the City with corrective action undertaken as rapidly as possible.

5.10.3 *Audit work papers and reports*

Work papers and reports shall be retained for a minimum of five years from the date of the audit report, unless the auditor is notified in writing by the City or the cognizant Federal agency to extend the retention period. Audit work papers shall be made available upon request to the City, the cognizant Federal agency or its designee, or the General Accounting Office at the completion of the audit.

6.0 Work Plans, Amendments, and Program Performance Reports

6.1 Work Plan

Based on the project section of their proposal narrative, contractors shall prepare a summary of their work program. This work plan must specify the major tasks or activities to be performed under the contract, the measurable objectives for each task, and the time frame within which the tasks will be accomplished.

6.2 Request for Amendment to the Work Plan

Contractors seeking to make changes in the tasks or activities to be carried out under the contract; in the measurable objectives of major tasks or activities; in the time frame within which those tasks are to be carried out; or in the qualifications of key staff members with responsibility for the tasks or activities must submit a request for Amendment to the Work Plan, including a narrative justification for the changes requested. Changes in the approved work plan should not be made without the prior approval of the Department and no change will be approved during the final quarter of the contract year. Changes in the Work Plan deemed by the Department to constitute material changes in the original scope of services may require incorporation into a supplemental agreement to the approved contract.

6.3 Project Performance Reports

6.3.1 *Basic Requirements for Performance Monitoring of Direct Client Services*

a. General. The contractor is responsible for managing the day-to-day operations of contract activities to assure compliance with City requirements and that performance goals are being met.

b. To enable the Department to efficiently conduct such monitoring, the contractor's client records system should, at minimum:

[1] Be designed to maintain a record of each individual client receiving services through the project during the contract period, including the gender, race/ethnicity, age, and family income of the client whenever feasible;

[2] Where applicable, provide information in the clients' files indicating their eligibility for services under City income guidelines, and other guidelines appropriate to the funding source, the basis for determining eligibility, and the last date upon which such determination was made.

[3] Fully document all services received by an individual client through the project using appropriate source documentation;

[4] For programs providing congregate services for which individual records are not practical, maintain a record of the total number of persons receiving services based on an actual count or estimates based on reliable methods;

[5] Clearly reconcile the record of services provided to the tasks and activities included in the Work Plan;

[6] Maintain a filing system that is easily accessible and separates contract activities in a consistent manner.

**6.3.2 *Record Keeping of Substance Abuse Patients/Clients***

Record keeping must comply with the requirements of the current version of "Albuquerque Minimum Standards for Substance Abuse Treatment and Prevention Services."

**6.3.3 *Basic Requirements for Capital Projects and other Indirect Services***

a. General. Contractors are responsible for the day-to-day management of capital projects undertaken with City funds, including acquisition and/or substantial rehabilitation of real property.

b. For non-direct service projects, the contractor's performance records system should, at minimum:

[1] Be designed to maintain a record of tasks or activities accomplished to date;

[2] Fully document tasks or activities accomplished through the project using appropriate source documentation;

[3] Clearly reconcile the record of tasks or activities accomplished to the provisions of the Work Plan;

[4] Maintain a filing system that is easily accessible and separates contract activities in a consistent manner.

**6.3.4 *Report on Project Activities***

a. As required by the Department, but no less than quarterly, contractors shall submit a summary report on progress toward meeting the measurable objectives included in the Work Plan on forms specified by the Department.

b. Performance reports must, at a minimum, provide:

[1] A comparison of actual accomplishments to objectives established for the period.

[2] A narrative explanation of outreach activities used to increase services to the community conditions affecting contract performance; problems, delays, or adverse conditions which have impaired the ability of the project to meet objectives if they were not met; why no activity is being reported; and any additional pertinent information related to contract performance.

**6.3.5 *Report on Client Characteristics***

In conjunction with the report on Project Activities, where applicable, the contractor shall also submit a report on the unduplicated number of clients served through their project and on the characteristics of those clients in respect to gender, race/ethnicity, age, and family income; disability; and other data deemed necessary by the City to assess performance. Such reports must be submitted on forms specified by the Department.

6.3.6 *Board Approval*

Project Progress Reports submitted by nonprofit agencies must be approved by the agency Board of Directors and signed by an authorized member of that Board who is not an employee. Reports submitted by a public agency must be reviewed and signed by an authorized official of that agency above the level of involvement.

6.4 Project Records

Except as otherwise authorized by the Department, all program records related to activities charged to the contract must be retained for five (5) years after the end date of the contract. In all cases, an overriding requirement exists to retain records until resolution of any audit questions related to individual contracts even if the period exceeds the normal three years. *It is the responsibility of the contractor to assure the safekeeping of all project records and to be able to promptly produce them upon the request of authorized city, state, or federal representatives.*

6.5 Project Monitoring Requirements

6.5.1 *General Requirements*

a. As often as may be required at the discretion of the City, program office staff of the Department will conduct scheduled on-site monitoring visits with agency staff and/or program participants receiving contract funding. Agencies will be required to make available such records related to the program as are necessary for the Department staff to:

[1] Verify project outcomes and determine if services were provided in accordance with applicable laws, regulations, and procedures;

[2] If applicable, determine whether clients assisted met income and other guidelines established for City-supported direct services;

[3] Ascertain whether approved plans and procedures are being followed, including the attainment of program goals; the number and qualification of staff assigned to service delivery;

[4] Provide management with systematic appraisals of program and administrative controls; and

[5] Determine the reliability of program records.

b. In the course of the monitoring, certain items not directly related to the City contract may require additional research. If, at the discretion of Department staff, an item or items may be judged to impact the agency's ability to maintain fiscal integrity or provide services, the agency must provide documents related to these items.

c. As soon as is practicable following the conclusion of an on-site monitoring visit, a written report of findings and recommendations for corrective actions, if any, will be provided by the Department to the director and governing board of the agency. An Agency written response, when required, to a Department monitoring report shall be signed by an authorized board official and approved by the governing board of the agency.

6.5.2 *Economic Development/Job Creation and Retention*

In addition to 6.5.1. above, recipients of CDBG Economic Development funds:



- a. must ensure that 51% of all jobs created will be held by low and moderate income persons, regardless of the amount of CDBG Economic Development funds awarded.
- b. will be reviewed mid-year by the Department to determine that all low and moderate job creation and retention requirements are met.
- c. must obtain written Departmental approval for each CDBG Economic Development funded project prior to award of CDBG Economic Development funds.

**6.5.3 Additional Requirements**

Contracts are subject, at any time, to inspection and audit by authorized representatives of the Department, the City, and cognizant federal and state agencies.

- 6.5.4 Acceptance of Final Reports.** Final reports of program progress submitted by contractors are accepted by the Department subject to audit or later review.

## **7.0 Suspension and Termination Procedures**

### **7.1 General Considerations.**

From time to time conditions may arise which indicate that funding for a contract should be discontinued on a temporary or permanent basis as a consequence of:

- a. Audits of previous contracts with the agency revealing illegal activities, irregularities, exceptions, or material weaknesses in internal controls.
- b. Material failure to comply with the requirements of the scope of work set forth in the contract, including failure to provide specified services, substantial failure to meet measurable objectives, provision of assistance to ineligible beneficiaries, or lack of adequate personnel.
- c. Material failure to maintain adequate financial controls of contract funds in accordance with applicable laws, regulations, policies, plans, and procedures.
- d. Material failure to comply with applicable assurances regarding Civil Rights laws and Executive Orders or with assurances regarding the limitations on the use of funds for sectarian religious purposes.
- e. Failure to submit required financial and program reports in a timely manner or to comply with applicable regulations regarding Departmental fiscal or program monitoring.
- f. For Economic Development funds, failure to comply with the jobs creation/retention goal and benefit to persons of low and moderate income, including possible repayment to the City in the amount of \$20,000 per job not created or retained.
- g. A determination by the Department that continued funding is not in the best interests of the City of Albuquerque.

### **7.2 Definitions**

#### **7.2.1 Suspension**

The suspension of a contract is an action by the City that temporarily suspends city payments under the contract, pending corrective action by the contractor or pending a decision to terminate the contract by the City.

#### **7.2.2 Termination**

The termination of a contract means the cancellation of City sponsorship in whole or in part, prior to the date of completion.

7.3 Procedures

When conditions are identified which may be serious enough to cause the Department to consider suspension or termination of a contract, the contractor shall be advised in writing by the Director of the reasons for possible suspension or termination and request that the contractor submit, within five (5) working days, a response describing the steps that have or will be taken to correct the identified deficiency. If, however, the Department determines that conditions are such that any delay would seriously jeopardize the interests of the City of Albuquerque, a suspension may be made immediately effective.

7.4 Termination for Cause

If a satisfactory written response to the notification described in 7.2 above is not received within five (5) working days, the Director may issue a written notice to the contractor of the termination of the contract at least five (5) calendar days before the effective date of the termination.

Following the termination of the contract, the City will reimburse the contractor for allowable expenses obligated prior to termination in accordance with contract provisions regarding termination for cause.

7.5 Termination for Convenience of the City of Albuquerque

If the Department determines that continuation of a contract is no longer in the best interests of the City, it may terminate the contract without cause by giving at least forty-five (45) days notice, in writing, to the contractor. In such cases, the contractor may be reimbursed for expenses incurred, including any actual out-of-pocket expenses incurred during the contract period which are directly attributable to the uncompleted portion of the services covered by the agreement.

If there are questions regarding the applicability or interpretation of a rule, please contact your Program Specialist.

To request an exception or modification on any rule, a waiver must be submitted to the City Department of Family and Community Services in writing.

## 8.0 Standard Forms for City Contracts

Unless otherwise specified by the Department, applications for assistance must include the forms found in the appendix.

APPENDIX  
Application Forms and Instructions



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City of Albuquerque  
Department of Family and Community Services  
APP #1: Proposal Summary and Certification Form - *Instructions*

*Instructions for Completing the Proposal Summary and Certification Form*

1. Enter the name of the organization submitting the application.
2. Enter the mailing address of the organization.
3. Enter the name and telephone number of a contact person from whom information about the proposal can be obtained.
4. Enter the name of the City program from which funding is being requested. The name of the program should be taken from the Request for Proposals.
5. Enter the number assigned to the RFP from the Request for Proposals.
6. Enter the priority number from the Request for Proposals if one is assigned to the area in which the applicant is seeking funds.
7. Enter the date the proposal is due to be received by the City of Albuquerque from the Request for Proposals.
8. Enter the title of the project for which the applicant is seeking funds and a brief narrative description of that project. The length of the narrative must be limited to the space available.
9. Enter the total amount of City funding requested in the proposal.

Enter the amount of matching funds to be provided by the applicant, if matching funds are requested in the Request for Proposal.

City of Albuquerque  
Department of Family and Community Services  
APP #1: Proposal Summary and Certification Form

1. Name of Applicant Organization:
------------------------------------

2. Mailing Address (City, State, and Zip Code)	3. Name and telephone number of contact person
--	--

4. City Program Name (from Request for Proposals):
--

5. RFP Number:	6. Priority # (if applicable)	7. Due Date:
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8. Title of Applicant's Project and Brief Descriptive Summary:
--

9. Amount of City Funding requested:	10. Matching Funds Amount (if requested):	11. Date Submitted:
--------------------------------------	---	---------------------

12. Certification: It is understood and agreed by the undersigned that: 1) Any funds awarded as a result of this request are to be expended for the purposes set forth herein and in accordance with all applicable Federal, state, and city regulations and restrictions; and 2) the undersigned hereby gives assurances that this proposal has been prepared according to the policies and procedures of the above named organization, obtained all necessary approvals by its governing body prior to submission, the material presented is factual and accurate to the best of her/his knowledge, and that she/he has been duly authorized by action of the governing body to bind the Corporation.
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a. Typed Name of Authorized Board Official:	b. Title	c. Telephone Number
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Signature of Authorized Board Official	d. Date signed:
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City of Albuquerque  
Department of Family and Community Services  
APP #2: Expense Summary Form - *Instructions*

*Instructions for Completing Expense Summary Form*

Expenditure Category

Expenditures charged to Social Services category must conform to Administrative Requirements.

Personnel Costs

*Salaries and Wages:* Enter the amounts budgeted to pay salaries and wages for regular staff of the organization employed to carry out project-related activities.

*Payroll and Benefits:* Enter the amounts budgeted to pay payroll taxes, and employee benefits. Payroll taxes should include legally mandated payroll taxes for regular employees of the organization, including FICA and unemployment compensation. The amounts charged to the City must constitute an appropriate percentage of salaries and wages.

*Total Personnel Costs:* Enter the sum of salaries and wages, payroll taxes, and employee benefits.

Operating Costs

*Contractual Services:* Enter the amount budgeted to pay the costs of services provided to the project through contractual agreements with individuals and organizations who are no regular employees, with the exception of the costs for conducting annual or special audits.

*Audit Costs:* Enter the amount budgeted to pay the costs of conducting annual or special audits of the organization. The amount budgeted to the City shall not exceed the proportion that the City contract is of the total agency budget.

*Consumable Supplies:* Enter the amount budgeted to pay the costs of supplies and equipment utilized by the project which have a price which does not exceed \$5,000 per unit.

*Telephone:* Enter the amount budgeted to pay for the costs of project-related telephone services, including installation, local service, and long-distance tolls.

*Postage and Shipping:* Enter the amount budgeted for project-related postage and shipping.

Occupancy

*Rent:* Enter the amount budgeted for space lease/rental costs related to the project.

*Utilities:* Enter the amount budgeted for the cost of project related electrical services, heating and cooling, sewer, water, and other utilities charged not otherwise included in rental or other charges for space.

*Other:* Enter the amount budgeted for other project related occupancy costs including the costs of security, janitorial services, elevator services, upkeep of grounds, leasehold improvements not exceeding \$5,000, and related occupancy costs not otherwise included in rental or other charges for space.

*Equipment Lease:* Enter the amounts budgeted for the purchase or lease of equipment.

*Equipment Maintenance:* Enter the amount budgeted to maintain or repair existing agency equipment utilized in a funded project.

*Printing and Publications:* Enter the amount budgeted for the purchase and/or reproduction of project-related printed materials, including the cost of photo-reproduction.

#### Travel Costs

*Local Travel:* Enter the amount budgeted for the costs of project-related travel within Bernalillo County, including costs for mileage reimbursement and/or operating and maintenance costs of agency owned or hired vehicles use to provide transportation to staff or clients within Bernalillo County.

*Out-of-Town Travel:* Enter the amount budgeted for the costs of project-related travel outside of Bernalillo County, including costs for transportation, lodging, subsistence, and related expenses incurred by employees, board members, or clients who are in travel status on official business related to the project.

*Conferences, Meetings, etc.:* Enter the amount budgeted for the costs of registration and materials for staff, board, or clients attendance at meetings and conferences related to the funded project or for the costs of meetings conducted by the agency in connection with that contract.

*Direct Assistance to Beneficiaries:* Enter the costs budgeted for the payment of participant wages and benefits, stipends, food, clothing, and other goods and services purchased directly on behalf of clients.

*Membership Dues:* Enter the amount budgeted to pay the costs of dues paid by the agency on behalf of staff, board members, or the agency itself to professional organization related to the purposes of the project.

*Equipment, Land, Buildings:* Enter the amount budgeted for the purchase of equipment, land, and for the acquisition or construction of buildings, the cost of which exceeds \$5,000. Costs charged to Equipment, Land, Buildings, or renovation capital costs must conform to Administrative Requirements 5.4.1, 5.4.2, and 5.5.

*Insurance:* Enter the amount budgeted to pay the costs of insurance, including bonding.

*Total Operating Costs:* Enter the sum of all line items under operating costs.

*Total Direct Costs:* Enter the sum of Total Personnel Costs and Total Operating Costs.

*Indirect Costs:* Enter the amounts budgeted to pay indirect costs charged to the project. The agency must have an indirect rate approved by its federal cognizant agency.

*Total Project Expenses:* Enter the sum of Total Direct Costs and Indirect Costs.



City of Albuquerque  
 Department of Family and Community Services  
 APP #2: Expense Summary Form

Agency Name: \_\_\_\_\_ Project Title: \_\_\_\_\_

Expenditure Category	Project Total	City Funding Requested	Percent Request
Personnel Costs			
Salaries & Wages			
Payroll Taxes and Employee Benefits			
Total Personnel Costs			
Operating Costs			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy			
a. Rent			
b. Utilities			
c. Other			
Equipment Lease			
Equipment Maintenance			
Printing & Publications			
Travel			
a. Local Travel			
b. Out of Town Travel			
Conferences, Meetings, Etc.			
Direct Assistance to Beneficiaries			
Membership Dues			
Equipment, Land, Buildings			
Insurance			
Total Operating			
Total Direct Costs			
Indirect Costs			
Total Project Expenses			

City of Albuquerque  
Department of Family and Community Services  
APP #3: Revenue Summary Form- *Instructions*

*Instructions for Completing Revenue Summary Form*

For government revenues received by the agency, list each agency of the federal or state government providing funding in the column "Revenue Source."

Enter the anticipated revenues for the total agency budget from each of the listed funding sources in the column headed "Agency Total," and show the percentage of all agency funding from that source.

DEFINITIONS:

Contributions, Etc.

*Contributions* means funds donated to the agency by the general public, excluding United Way administered donor options.

Government Revenues

*Fees from Government Agencies* means funds paid to the agency by a unit of Federal, State or local government on a fixed price basis for services rendered.

*Grants from Governmental Agencies* means funds paid to the agency by a unit of Federal, State or local government on a fixed price basis for services rendered.

Other Revenues

*Other Revenue* means income to the agency from sources not falling into another category.

United Way Revenue

*United Way Allocation* means all funding provided by the United Way of Central New Mexico.

City of Albuquerque  
Department of Family and Community Services  
APP #3: Revenue Summary Form

Agency Name: \_\_\_\_\_ Project Name: \_\_\_\_\_

Revenue Sources	Agency Total	% of Agency Budget
<b>1. Government Revenues</b>		
Revenues from Federal Government other than Medicaid Reimbursement. <i>(List each Agency of the Federal Government)</i>		
Medicaid Reimbursements		
Subtotal Federal Agencies		
Revenues from State Government <i>(List each Agency of the State Government providing funding and the amount of funding)</i>		
Subtotal State Agencies		
Total Revenues from County Government		
Total Revenues from the City of Albuquerque		
Total Other Municipal Government Revenue		
TOTAL GOVERNMENT REVENUES FROM ALL SOURCES		
<b>2. Other Revenue:</b>		
Contributions		
United Way Revenue		
Other Revenue		
TOTAL OTHER REVENUES		
<b>3. Total Revenues:</b>		

City of Albuquerque  
Department of Family and Community Services  
APP #4: Project Budget Detail Form – Personnel - *Instructions*

*Instructions for Completing Project Budget Detail Form – Personnel*

- Line 1.* Enter the name of the agency submitting the proposal.
- Line 2.* Enter the project title as shown on the Proposal Summary and Certification form.
- Line 3.* For the column labeled “Number FTE on Project”, show the number of full time equivalent staff for each position working on this project, regardless of funding source. For the column labeled “Position Title,” give the title of each position working on this project. For the column labeled “Annual Salary,” enter the annual salary for the positions multiplied by the number of FTE for that position. For the column labeled “Amount Requested,” enter the amount of funding for the position requested from the City. For the column “Percent Requested,” enter the percent of the annual salaries for the position to be charged to the City.
- Line 4.* Enter the sums of the column “Annual Salary,” and “Amount Requested.” Enter the “Percent Requested” for total salary and wages.
- Line 5.* Enter the total amount of payroll taxes and employee benefits for project salaries in the column labeled “Annual Salary,” the “Amount Requested” from the City, and the percent of the total to the charged to the City.
- Line 6.* Enter the sum of the lines 4 and 5 in the column’s labeled “Annual Salary,” and “Amount Requested.” Enter the percentage of the total amount to be charged to the City.
- Line 7.* Enter the percentage of salaries and wages charged to FICA, Unemployment Compensation, health insurance, retirement, and other employee benefits.

City of Albuquerque  
 Department of Family and Community Services  
 APP #4: Project Budget Detail Form – Personnel  
 Page 1 of \_\_\_\_\_

1. Agency Name:

2. Project Title:

Personnel costs: Use this form to justify all salaries, wages, payroll taxes and fringe benefits shown on the Expense Summary Form. Add additional rows as necessary.

Number FTE on Project	Position Title	Annual Salary	Amount Requested	Percent Requested
4. Salaries & Wages				
5. Payroll Taxes & Employee Benefits*				
6. Total Personnel Costs				

7. \*Payroll Taxes: FICA @ \_\_\_\_\_ %: Unemployment Insurance @ \_\_\_\_\_ %  
 Employee Benefits: Health Insurance @ \_\_\_\_\_ % Retirement @ \_\_\_\_\_ %  
 Other \_\_\_\_\_ @ \_\_\_\_\_ %

City of Albuquerque  
Department of Family and Community Services  
APP #5: Project Budget Detail Form – Operating - *Instructions*

*Instructions for Completing Project Budget Detail Form -- Operating*

1. Enter the name of the agency.
2. Enter the project title.
3. For each line item on the Expense Summary Form, the applicant should describe all elements included in the line item costs and indicate the basis used for determining the costs.

In the column headed “Project Total,” enter the total costs of the line item; in the column headed “Amount Requested,” enter the amount requested from the City, in the column headed “Amount Other,” enter the amount to be paid from other sources, and in the column headed “Percent Requested,” enter the percent of the total amount requested from the City.

City of Albuquerque  
Department of Family and Community Services  
APP #5: Project Budget Detail Form – Operating  
Page 1 of \_\_\_\_\_

1. Agency Name:

2. Project Title:

3. Operating Costs: For each line item included on the Expense Summary Form, describe the item and indicate the basis for determining the cost (e.g., travel calculated as # of miles/month x \$/per mile x # months = total local travel). Use additional sheets as necessary.

Line Item (Non-Personnel)	Project Total	Amount Requested	Amount Other	Percent Requested

City of Albuquerque  
Department of Family and Community Services  
APP #6: Budget Detail Form: Projected Drawdown Schedule - *Instructions*

*Instructions for Completing Budget Detail Form: Projected Drawdown Schedule*

The applicant must estimate the amount and percent of City funding it anticipates expending funds it anticipates expending during each quarter of the fiscal year.

For each of the quarterly periods indicated, enter the amount of funding it projects expending in the column headed "Amount to be Requested." In the column headed "Percent of Total" enter the percentage of all City funds which will be expended during the quarter. If the applicant anticipates expending more than 25% of the total requested from the City in any one quarter, provide a brief explanation of these expenditures in the space provided.



City of Albuquerque  
Department of Family and Community Services  
APP #6: Budget Detail Form: Projected Drawdown Schedule

Indicate the amount and percent of total requested funds which you anticipate expending on a quarterly basis, providing a written explanation of any projected drawdowns which exceed 25% of the total requested funds in any one quarter.

Quarter Ending	Amount to be Requested	Percent of Total

Explanation:

City of Albuquerque  
Department of Family and Community Services  
APP #7: Applicant Work Program Summary - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the agency.
2. Enter the project title, from the Proposal Summary and Certification form.
3. If the work summary is submitted as part of an initial application, check the box marked “new”; if it is submitted as a renewal, check the box “renewal”; if it is submitted as part of a request for work program revision, check the box marked “revision.”
4. Measurable Results

Under the column headed “Major Project Activities,” enter the major tasks or activities to be undertaken through the project. For each task listed, enter the measurable objectives of the task in the column headed “Measurable Objectives” and the date those objectives will be completed in the column headed “Date to be Completed.”

Applicants should not try to include every project activity, but should restrict their entries to major activities for which measurable objectives can be provided and for which they will be accountable if a contract is awarded.

City of Albuquerque  
Department of Family and Community Services  
APP #7: Applicant Work Program Summary

1. Agency Name:
-----------------

2. Project Title	3. Application Type <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Revised
------------------	---

4. Measurable Results: List the major project tasks/activities, the objectives for each, and the anticipated date they will be completed.		
Major Project Activities	Measurable Objectives	Date to be Completed

(Use additional sheets if necessary)

City of Albuquerque  
Department of Family and Community Services  
APP #8: Representations and Certifications

The undersigned HEREBY GIVE ASSURANCE THAT:

The applicant agency named below will comply and act in accordance with all Federal laws and Executive Orders relating to the enforcement of civil rights, including but not limited to, Federal Code, Title 5, USCA 7142, Sub-Chapter 11, Anti-discrimination in Employment, and Executive Order number 11246, Equal Opportunity in Employment; and

That the applicant agency named below will comply with all New Mexico State Statutes and City Ordinances regarding enforcement of civil rights; and

That no funds awarded as a result of this request will be used for sectarian religious purposes, specifically that (a) there shall be no religious test for admission for services; (b) there shall be no requirement for attendance of religious services; (c) there shall be no inquiry as to a client's religious preference or affiliations; (d) there shall be no proselytizing; and (e) services provided shall be essentially secular, however, eligible activities, as determined by the fund source, and inherently religious activities may occur in the same structure so long as the religious activity is voluntarily and separated in time and/or location.

Agency Name \_\_\_\_\_

Typed Name of Authorized Board Official: \_\_\_\_\_

Title: \_\_\_\_\_

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

City of Albuquerque  
 Department of Family and Community Services  
 APP #9: Attachment on File

Instructions: If an applicant has received a human services contract from the Department of Family and Community Services within the past 12 months and submitted the required attachments, it is not necessary to resubmit the attachments if there has been no change in the information requested. If the documents currently on file with the City remain current, check the box marked current. If there has been any change in status of documents currently on file (e.g. changes in board members, organizational structure, etc.) check the box marked “Revised Attached” and submit the revised document with the project proposal.

Document	Current		Revised Attached
Certificate of Non-Profit Incorporation	<input type="checkbox"/>		<input type="checkbox"/>
Articles of Incorporation	<input type="checkbox"/>		<input type="checkbox"/>
Current Bylaws	<input type="checkbox"/>		<input type="checkbox"/>
Applicable Licenses	<input type="checkbox"/>		<input type="checkbox"/>
Listing of Current Board Members	<input type="checkbox"/>		<input type="checkbox"/>
Organization Chart	<input type="checkbox"/>		<input type="checkbox"/>
Travel Reimbursement Policies	<input type="checkbox"/>		<input type="checkbox"/>
Accounting Policies and Procedures	<input type="checkbox"/>		<input type="checkbox"/>
Personnel Policies and Procedures	<input type="checkbox"/>		<input type="checkbox"/>
Conflict of Interest Statement	<input type="checkbox"/>		<input type="checkbox"/>
Certificate of Good Standing and Comparison	<input type="checkbox"/>		<input type="checkbox"/>
Resumes of Key Personnel/Job Descriptions of Open Positions	<input type="checkbox"/>		<input type="checkbox"/>
Agency's Most Recent Audit	<input type="checkbox"/>		<input type="checkbox"/>

City of Albuquerque - Department of Family and Community Services  
APP #10: Drug Free Workplace Requirement Certification Form

The agency certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees of:
  - a. The dangers of drug abuse in the workplace;
  - b. The agency's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of an agreement with the City be given a copy of the agency's drug-free workplace statement.
4. Notifying each employer that as a condition of employment under the City's agreement, that employee will:
  - a. Abide by the terms of the agency's drug-free workplace statement, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Notifying the City of Albuquerque, Department of Family and Community Services within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
  - a. Taking appropriate personnel action against such an employee, up to and including termination;
  - b. or requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.
8. The agency also certifies that the agency's drug-free workplace requirements will apply to all locations where services are offered under the agreement with the City of Albuquerque. Such locations are identified as follows:

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Typed Name of Authorized board Official: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Board Official

\_\_\_\_\_  
Date Signed

City of Albuquerque  
Department of Family and Community Services  
APP #11: Debarment, Suspension, Ineligibility and Exclusion Certification

I certify that the agency has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government.

I further certify that should any notice of debarment, suspension, ineligibility or exclusion be received by the agency, the City of Albuquerque, Department of Family and Community Services will be notified immediately.

Agency: \_\_\_\_\_

Typed Name of Authorized Board Official

Title:

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Board Official

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

City of Albuquerque  
Department of Family and Community Services  
APP #12: Certification of Receipt of Administrative Requirements

The undersigned HEREBY CERTIFY THAT:

1. The agency/organization has received a copy of the *Administrative Requirements for Contracts Awarded Under the City of Albuquerque, Department of Family and Community Services, revised July 2008*; and
2. The agency/organization named below will adhere to the *Administrative Requirements* in its operation of City-funded programs.

Agency/Organization Name: \_\_\_\_\_

\_\_\_\_\_  
Typed Name of Authorized Board Official

\_\_\_\_\_  
Typed Name of Executive Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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



APPENDIX  
Financial Report Forms and Instructions



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Department of Family and Community Services  
FIN #1: Signature Certification Form

1. Agency Name	2. Telephone Number
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3. Mailing Address	4. Contract Number
--------------------	--------------------

5. Checks to be made payable to (if different from name and address above):
---

6. Authorized Signature(s) (One signature only is required for Financial Status Report and Request for Reimbursement)
_____
Signature of Authorized Official
_____
Signature of Authorized Official
_____
Signature of Authorized Official

7. Certification: This to certify that the above is (are) the signatures(s) of:	
_____	_____
Typed Name	Title
_____	_____
Typed Name	Title
_____	_____
Typed Name	Title
Of the above named agency and that they are authorized to sign the Financial Status Report and Request for Reimbursement.	

a. Typed Name of Authorized Official	b. Title
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c. Signature of Authorized Official	d. Date Signed
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City of Albuquerque  
Department of Family and Community Services  
FIN #2: Financial Status Report and Request for Reimbursement - *Instructions*

*Instructions for Completing Form*

1. Enter the name and mailing address of the agency submitting the report.
2. Enter the telephone number of the agency.
3. Enter the title of the City-funded project for which reimbursement is being requested.
4. Enter the contract number assigned to the project by the City.
5. For each contract. Requests for Reimbursement must be numbered sequentially, with the first request numbered "1" and so on for succeeding requests. Enter the number of this request.
6. Enter the name of a contact person at the agency from whom information about the request may be obtained.
7. Enter the starting date and ending date of the period for which reimbursement is being requested.
8. Enter the date that the request will be submitted to the City.
9. In the column headed "Approved Budget," enter the amounts for each line item in the most recent project budget approved by the City. In the column headed "Amount of this Request," enter the amount of the reimbursement requested for each line item in the approved budget. In the column headed "Total Requests to Date," enter the sum of this request and all previous reimbursements paid by the City for each line item in the approved budget. In the column headed "Matching Funds Expended to Date," enter the amounts of matching funds or program income applied to the project expended for each line item, if such funds are required under the terms of the contract. An authorized official of the agency must certify that funds were used according to City requirements.
10. An authorized official of the agency must certify that funds were used according to City requirements.

Certification:

- 10a. The official must sign to certify the Financial Status Report.
- 10b. Enter the typed title of the official signing the Financial Status Report.
- 10c. Enter the typed name of the official.
- 10d. Enter the date the official signed the Report.

City of Albuquerque  
 Department of Family and Community Services  
 FIN #2: Financial Status Report and Request for Reimbursement

1. Agency Name and Mailing Address:		2. Telephone Number:
3. Project Title:	4. Contract Number:	5. Request Number:
6. Name of Contact Person:	7. Request for the Period : From: _____ To: _____	8. Billing Date:

9. Financial Expenditure Category	Approved Budget	Amount of this Request	Total Requests to Date	Balance Remaining	Matching Funds Expended to Date
Salaries and Wages					
Payroll Taxes & Employee Benefits					
Contractual Services					
Audit Costs					
Consumable Supplies					
Telephone					
Postage and Shipping					
Occupancy: Rent					
Occupancy: Utilities					
Occupancy: Other					
Equipment Lease					
Equipment Maintenance					
Printing and Publication					
Travel: Local					
Travel: Out-of-Town					
Conferences, Meetings					
Assistance/Beneficiaries					
Membership Dues					
Equipment, Land, Buildings					
Insurance					
Indirect Costs					
Total					

10. Certification: I hereby certify that the funds for which reimbursement is being herein requested have been or will be utilized to provide services to the Community Development Project described in the Agreement executed between the City of Albuquerque and the above named agency which I represent and I further certify that the amount requested herein is true and just, that payment has not been received, and that (1) this Reimbursement Request represents expenditures incurred and eligible under applicable local, state and Federal regulations; (2) that said expenditures are supported by vendor's invoices and other documented liabilities in our records; and (3) funds received as a result of the Request will be expended within three (3) working days.

a. Signature of Authorized Official	b. Title
b. Typed Name	d. Date

City of Albuquerque  
Department of Family and Community Services  
FIN #3: Request for Budget Revision (Part A) - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the agency and its mailing address.
2. Enter the telephone number of the agency,
3. Enter the title of the funded project for which the budget revision is being requested.
4. Enter the contract number assigned by the City.
5. For each contract, approved budget revision must be numbered sequentially, with the first request numbered "1" and so on. Enter the number of the revision being requested appropriately.
6. In the column "Approved Budget" enter the current approved budget for each line in the expenditure category column. In the "Revised Amount" column, enter the amount of the requested change, with decreases in the line item signified by <math>\diamond</math> bracketing. In the "Proposed Revised Budget" column, enter the new project budget being proposed.

The Request for Budget Revision must be signed and dated by an authorized official of the agency. If the proposed revision includes changes to personnel, APP #4: Project Budget Detail Form- Personnel, must be attached. All requests for budget revision must also include FIN #4: Request for Budget Revision (Part B-Narrative).

City of Albuquerque  
 Department of Family and Community Services  
 FIN #3: Request for Budget Revision (Part A)

1. Agency Name and Mailing Address		2. Telephone Number
3. Project Title	4. Contract Number	5. Budget Revision Number

6. Expenditure Category	Approved Budget	Revised Amount <Decrease>Increase	Proposed Revised Budget
Salaries and Wages			
Payroll Taxes & Employee Benefits			
Total Personnel Costs			
Contractual Services			
Audit Costs			
Consumable Supplies			
Telephone			
Postage and Shipping			
Occupancy: Rent			
Occupancy: Utilities			
Occupancy: Other			
Equipment Lease			
Equipment Maintenance			
Printing and Publications			
Travel: Local			
Travel: Out-of-Town			
Conferences, Meetings			
Direct Assistance/Beneficiaries			
Membership Dues			
Equipment, Land and Buildings			
Insurance			
Total Operating			
Total Direct Costs			
Indirect costs			
Total Project Expenses			

Submitted by: \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature of Authorized Official)

Note: The Request for Budget Revision must be signed and dated by an authorized official of the agency. If the proposed revision includes changes to personnel, APP #4: Project Budget Detail Form- Personnel, must be attached. All requests for budget revision must also include FIN #4: Request for Budget Revision (Part B-Narrative).

For Department Use Only	
Recommended by Project Officer _____	Date _____
Reviewed by Fiscal Officer _____	Date _____
Approved by Administrative Officer _____	Date _____

City of Albuquerque  
Department of Family and Community Services  
FIN #4: Request for Budget Revision (Part B – Narrative) - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the Agency and its mailing address.
2. Enter the telephone number of the agency.
3. Enter the title of the funded project for which the budget revision requested.
4. Enter the contract number assigned by the City.
5. For each contract, budget revision must be numbered sequentially, with the first request numbered “1” and so on. Enter the number of the revision being requested appropriately. In the space provided, enter a brief description of the need for the revision requested and a justification for the costs added or deleted from any line item.

The explanation should be clear, concise, and yet provide sufficient information justifying the requested change.



City of Albuquerque  
Department of Family and Community Services  
FIN #4: Request for Budget Revision (Part B – Narrative)

1. Agency Name and Mailing Address		2. Telephone Number
3. Project Title	4. Contract Number	5. Budget Requisition Number

Narrative justification of proposal budget revision:

City of Albuquerque  
Department of Family and Community Services  
FIN #5: Program Income Report - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the agency submitting the report.
2. Enter the mailing address of the agency
3. Enter the ending date of the quarter for which the report is submitted.
4. Enter the date of its submission to the City.
5. In the column headed "Income Source," list all the sources of program income as defined in the Administrative Requirements. In the column headed "Beginning Balance," enter the total amounts of program income available at the beginning of the quarter for each income source. In the column headed "Revenues this Quarter," enter the amount of additional program income received by the Agency during the quarter for which the report is submitted. In the column headed "Expended this Quarter," enter the amounts of program income extended during the quarter. In the column headed "Ending Balance," enter the remaining program income fund balance at the end of the quarter for which the report is submitted.
6. Enter the totals for each column, shown on this page only.
7. Enter totals of any additional pages.
8. Enter the sum of 6 + 7.
9. The report must be signed by an authorized representative of the governing board, if a nonprofit agency, or an authorized official above the level of involvement, if a public agency. If a nonprofit agency, the report must be reviewed and approved by the agency's governing board.
  - 9a. The official must sign to certify the Program Income Report.
  - 9b. Enter the typed title of the official signing the Program Income Report.
  - 9c. Type the name of the official signing the report.
  - 9d. Enter the date the official signed the report.

City of Albuquerque  
 Department of Family and Community Services  
 FIN #5: Program Income Report

1. Agency Name:				
2. Mailing Address:				
3. Report for the Quarter Ending:			4. Date Submitted:	
5. Program Income:				
Income Source	Beginning Balance	Revenues this Quarter	Expended this Quarter	Ending Balance
6. Total this Page				
7. Total Additional Pages				
8. Total				

9. Certification: *The undersigned hereby gives assurances that to the best of my knowledge and belief the data included in this report are true and accurate and that the income and expenditures reported are supported by appropriate documentation in the agency records.*

a. Signature of Authorized Official	b. Title
c. Typed Name	d. Date

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APPENDIX  
Program Report Forms and Instructions



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City of Albuquerque  
Department of Family and Community Services  
PRO #1: PROJECT PROGRESS REPORT – PART A - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the agency submitting the report.
2. Enter the mailing address of the agency.
3. Enter the title of the funded project.
4. Enter the initials of the program analyst assigned to your agency.
5. Enter the initials of the fiscal analyst assigned to your agency.
6. Enter the contract amount of the funding.
7. Enter the funding source.
8. Enter the contract number, which will be assigned to you, by the City Purchasing office.
9. Enter the dates submitted for each Quarterly Reporting period.
10. MEASURABLE RESULTS  
In the column labeled “Scope of Services Requirements,” enter the activities listed in the contract under the Scope of Services.
11. QUARTER ENDING:  
This should be used for those requirements in the Scope of Services for which quantifiable results are indicated or for items to be accomplished by a specific date. In the first column of the reporting quarter, enter the measurable accomplishments relative to quantifiable scope of service requirements or the date upon which specific tasks were accomplished, as appropriate.

NOTE: for the first Quarter of the contract year, please start with the number of clients your agency started with on the first day of the reporting cycle. Add the number of subsequent clients you serve during the reporting period.

In subsequent reporting quarters, in the column labeled “Actual”, please indicate the actual number of new clients served by the project during the period of time to the end of the Quarter for which the report has been prepared.

In the column labeled “Cumulative year to Date and Cumulative Percentage,” indicate the cumulative results (number and percentage of total) of the project during the contract year to the end of the Quarter for which the report has been prepared.

Please contact your program analyst if you have any questions.

12. An authorized representative of the governing board must sign the report, if a nonprofit agency, or an authorized Official above the level of involvement, if a public agency. If a nonprofit agency, the report must be reviewed and approved by the agency's governing body as per the Department of Family and Community Services *Administrative Requirements*.
  - 12a. Type the name of the official signing the report.
  - 12b. Type the title of the official.
  - 12c. The authorized official must sign the report form.
  - 12d. Enter the date the official signed the report.
  - 12e. Enter a telephone number at which the official may be reached to answer questions regarding the report.



*Administrative Requirements Forms for Contracts Awarded Under the City of Albuquerque*

City of Albuquerque Department of Family and Community Services  
 PRO #1: Project Progress Report – Part A

1. AGENCY NAME:		2. ADDRESS:	
3. PROJECT TITLE:		4. PROGRAM ANALYST:	
6. CONTRACT AMOUNT:		5. FISCAL ANALYST:	
Contact:		8. CONTRACT NUMBER:	
E-mail:	Phone #:	Fax #:	
9. DATE SUBMITTED:	1 <sup>st</sup> qtr:	3 <sup>rd</sup> qtr:	4 <sup>th</sup> qtr:

10. MEASURABLE RESULTS SCOPE OF SERVICE REQUIREMENTS	11. QUARTER ENDING:							
	1 <sup>st</sup> Qtr Actual Number: clients served from the first day of the reporting period plus any additional clients served to 9/30/07	YTD Actual Number and % of Total	2 <sup>nd</sup> Qtr. Actual New Clients Served 12/31/07	YTD Actual Number and % of Total	3 <sup>rd</sup> Qtr. Actual New Clients Served 3/31/08	YTD Actual Number and % of Total	4 <sup>th</sup> Qtr. Actual New Clients Served 6/30/08	YTD Actual Number and % of Total

12. CERTIFICATION: The undersigned hereby gives assurance that to the best of my knowledge and belief the data included in this report are true and accurate and has been received and approved by the governing body of the organization prior to its submission.

12a. Typed name of Authorized Official	12b. Title	12c. Address
12d. Signature	12e. Date	12f. Phone number

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City of Albuquerque  
Department of Family and Community Services  
PRO #2: PROJECT PROGRESS REPORT – PART B - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the agency submitting the report.
2. Enter the mailing address of the agency.
3. Enter the title of the funded project.
4. Enter the contract number assigned by the City.
5. Enter the ending date for the month for which the report is submitted.
6. Enter the date of its submission to the City.
7. In the space provided, enter a brief narrative to each of the three areas pertaining to your program.
  - a) Use this space to explain special events, marketing/outreach used to increase services to the community, conditions affecting contract performance, accomplishments of objectives that are non-quantifiable; or to provide other information related to contract performance. (Use additional sheets as necessary)
  - b) Use this space to explain problems, delays, or adverse conditions affecting contract performance; to report on accomplishments for scope of service objectives that are not quantifiable; or to provide other information pertinent to contract performance. Use this space to explain why no activity was reported this quarter, i.e., school-based programs not being able to provide services because school is not in session. (Use additional sheets as necessary.)

Report narrative should be as clear and concise as possible while, at the same time, providing sufficient information to accurately report on project progress. Additional sheets may be used as necessary.

Note: Part B report forms should be attached to and submitted with Part A. Signed and dated by an authorized official.

City of Albuquerque  
Department of Family and Community Services  
PRO #2: Project Progress Report – Part B

1. Agency Name:

2. Mailing Address:

3. Project Title:	4. Contract Number
-------------------	--------------------

5. Report for the Quarter Ending:	6. Date Submitted:
-----------------------------------	--------------------

7. Report Narrative

A: Use this space to explain special events, marketing/outreach used to increase services to the community, conditions affecting contract performance, accomplishments of objectives which are non-quantifiable; or to provide other information related to contract performance. (Use additional sheets as necessary)

B: Use this space to explain problems, delays, or adverse conditions affecting contract performance, accomplishments or objectives which are non-quantifiable; or to provide other information related to contract performance (Use additional sheets as necessary)

C: Use this space to explain why no activity was reported this quarter, i.e., school-based programs not being able to provide services because school is not in session. (Use additional sheets as necessary.)

City of Albuquerque  
Department of Family and Community Services  
PRO #3: Client Characteristics Report Form- *Instructions*

*Instructions for Completing Form*

1. Enter the name of the agency submitting the report.
2. Enter the mailing address of the agency.
3. Enter the title of the funded project.
4. Enter the contract number assigned by the City.
5. Enter the ending date of the quarter for which the report is submitted.
6. Enter the date of its submission to the City.
7. Enter the total number of clients served by the City-funded project to the end date of the quarter for which the report is prepared. Unless otherwise specified, the count should be of unduplicated clients served.
8. Race: Enter the number of clients served to date by race. The sum of all race groups must equal the total number of clients served entered in line 7. **American Indian or Alaskan Native** is a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment. **Asian** is a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. **Black or African American** Only is a person having origins in any of the black racial groups of Africa. **Native Hawaiian or Other Pacific Islander** is a person having origins in any of the original peoples of Hawaii, Guam, Samoa or other Pacific Islands. **White** is a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.  
  
Ethnicity: Hispanic or Latino is a person of Cuban, Mexican, Puerto Rican, South or Central America or other Spanish culture or origin, regardless of race.  
  
The sum of all race groups must equal the total number of clients served entered in line 7.
9. Enter the number of clients served to date by age. The sum of all groups must equal the total number of clients served entered in line 7.

10. a. Enter the number of clients served to date by gender. The sum of all gender groups must equal the total number of clients served entered in line 7.
  - b. Enter the number of clients served to date who are female heads of households consisting of two or more persons. According to the IRS, “head of household” is defined as someone who meets all of the following requirements:
    - You are unmarried or considered unmarried on the last day of the year.
    - You paid more than half the cost of keeping up a home for the year.
    - A qualifying person lived with you in the home for more than half the year (except for temporary absences, such as school). However, your dependent parent does not have to live with you.)
  - c. Enter the number of clients served to date who have mental disabilities.
  - d. Enter the number of clients served to date who have physical disabilities.
- 
11. Enter the number of clients served to date by place of permanent residence. "City" means the City of Albuquerque; "County" means Bernalillo County outside the corporate limits of the City; "Other" means a residence outside of Bernalillo County. The sum of all residence groups must equal the total number of clients served entered in line 7.
- 
12. Enter the number of clients served to date by income. “Extremely Low” means clients whose total family income or adjusted median income is under 30%; “Low” means that total family income is from 31% to 50%; and “Low/Moderate” means clients with total family income from 51% to 80%. Indicate “Other” then define, such as “Market Rate”, for clients over 81% of median income. (The sum of all income groups must equal the total number of clients served entered in line 7.)

City of Albuquerque  
 Department of Family and Community Services  
 PRO #3: Client Characteristics Report Form

1. Agency Name:

2. Mailing Address:

3. Project Title:  4. Contract Number:

5. Report for:  through the Quarter Ending:  6. Date Submitted:

7. Total Clients Served to Date:

8a. Race-Multi-Race and Ethnicity Categories:	Race: # Total	Ethnicity: # Hispanic
White:	_____	_____
Black/African American:	_____	_____
Asian:	_____	_____
American Indian/Alaskan Native:	_____	_____
Native Hawaiian/Other Pacific Islander:	_____	_____
American Indian/Alaskan Native and White:	_____	_____
Asian and White:	_____	_____
Black/African American and White:	_____	_____
American Indian/Alaskan Native and Black/African American:	_____	_____
Asian/Pacific Islander:	_____	_____
Other Multi-Racial:	_____	_____
Total:	_____	_____

9. Age:

0-4	5-17	18-24	25-54	55-64	65+
<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>

10a. Gender:	10b. Female Head of Household	10c. Clients with Mental Disabilities	10d. Clients with Physical Disabilities
Male			
Female			
<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>

11. Residence:

City	County
<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>

12. Income:

Moderate/ Low 80%-51%	Low 50%-31%	Extremely Low < 30%
<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>	<input style="width: 60px; height: 20px;" type="text"/>

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United States Department of Housing and Urban Development  
 2006 Income Thresholds Effective - 04/28/2008  
 (Updated annually)  
 Albuquerque, New Mexico

ADJUSTED INCOME LIMITS

Program	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% (Extremely Low)	12200	13900	15650	17400	18800	20200	21600	22950
50% (Very Low Income)	20300	23200	26100	29000	31300	33650	35950	38300
60% (Low)	28420	32480	36500	40600	43820	47110	50330	53620
80% (Moderate)	32500	37100	41750	46400	50100	53800	57550	61250
Median Income	40600	46400	52200	58000	63800	69600	75400	81200

HOME PROGRAM RENT LIMITS

PROGRAM	Efficiency	1 bedroom	2 bedroom	3 bedroom	4 bedroom	5 bedroom	6 bedroom
Albuquerque, NM							
Low Home Rent Limit	807	543	652	753	841	928	1015
High Home Rent Limit	511	602	760	946	1036	1124	1214
<i>For Information Only:</i>							
Fair Market Rent	511	602	760	1107	1327	1526	1725
50% AMI Rent Limit	507	543	652	753	841	928	1015
65% AMI Rent Limit	640	687	827	946	1036	1124	1214

These rent limits were updated April 28, 2008

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City of Albuquerque  
Department of Family and Community Services  
PRO #4: Request for Work Program Revision - *Instructions*

*Instructions for Completing Form*

1. Enter the name of the agency and its mailing address
2. Enter the telephone number of the agency.
3. Enter the title of the funded project for which the work program revision is being requested.
4. Enter the contract number assigned by the City.
5. For each contract approved work program revisions must be numbered sequentially with the first request numbered "1" and so on. Enter the number of the revision being requested appropriately.
6. In the space provided, enter a brief description of the need for the revision requested and a justification for it. The explanation should be clear, concise, and yet provide ample information justifying the requested change.

If the change requested requires a change in the Scope of Services section of the contract with the City, a revised Work Program Summary (Form # 7) must be attached. Such a change may require a supplemental agreement to the original contract.

The form must be signed and dated by an authorized official of the agency.

City of Albuquerque  
 Department of Family and Community Services  
 PRO #4: Request for Work Program Revision

1. Agency Name and Mailing Address:		2. Telephone Number:
3. Project Title:	3. Contract Number	5. Program Revision Number:

6. Narrative Justification: Indicate the changes requested in the currently approved work program and provide a brief narrative justification for the changes requested. If the revision will result in changes to the scopes of Services contained within the contract this must be accompanied by a revised Work Program Summary (Form # 7) and may require a supplemental agreement to the contract instruments. Use additional sheets as necessary.

Submitted by: \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature of Authorized Official)

For Department Use Only	
Recommended by Project Officer _____	Date _____
Reviewed by Fiscal Officer _____	Date _____
Approved by Administrative Officer _____	Date _____

*Administrative Requirements Forms for Contracts Awarded Under the City of Albuquerque*

City of Albuquerque  
 Department of Family & Community Services  
 ECONOMIC DEVELOPMENT  
 PRO #5: Job Creation/Retention Report – Part ‘A’

1. Business Name												
2. Mailing Address:												
3. Project Title:						4. Contract #:						
5. Monthly Report From:						6. Date Submitted:						
7. Occupational Title for Jobs Pledged			8. Total # of FTE Jobs Pledged		9. # L/M FTE Jobs Pledged		10. Projected Date of Hire		11. Actual Hires During Quarter		12. Cumulative Hires	
13. CERTIFICATION: The undersigned hereby gives assurance that to the best of my knowledge and belief the data included in this report is true and accurate and it has been reviewed and approved by the governing body of the organization prior to its' submission.												
13a. Typed Name of Authorized Official:						13b. Title:						
						13c. Phone #:						
13d. Signature of Authorized Official:						13e. Date Signed						

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City of Albuquerque  
Department of Family & Community Services  
ECONOMIC DEVELOPMENT  
PRO #6: Job Creation /Retention Report – Part ‘B’- *Instructions*

*Instructions for Completing Form*

1. Enter the name of the business or non-profit agency submitting the report.
2. Enter the mailing address of the business or non-profit agency completing the report.
3. Enter the title of the component this report covers.
4. Enter the contract number of the business or non-profit agency completing the report.
5. Enter the beginning and ending dates of the quarter for which this report is being submitted.
6. Enter the date the report is being submitted to the coordinating agency or the City.
7. In the space provided, enter a brief narrative to explain how first consideration was given to low and moderate income persons hired during the quarter into jobs pledged.

If no persons, either low/moderate income, or other income ranges were hired during the quarter, explain what circumstances caused the delay in hiring persons and list the target date for hiring into the pledged positions.

Describe in detail the efforts made to recruit low and moderate income persons. If no low or moderate income persons were hired during the reporting quarter, provide the reasons for not hiring low or moderate income persons.

Report narrative should be as clear and concise as possible, which at the same time, providing sufficient information to accurately report on project progress. Additional sheets may be used as necessary.

8. An authorized official must sign and date the report. In the case of a business it may be an officer of the corporation. For a non-profit agency, it must be the authorized representative of the Board of Directors.

Type or print the name and title of the authorized official who has signed the report. Enter a telephone number where the authorized official may be reached.

City of Albuquerque  
 Department of Family & Community Services  
 ECONOMIC DEVELOPMENT  
 PRO #6: Job Creation /Retention Report – Part ‘B’

1. Agency Name:	
2. Mailing Address:	
3. Project Title:	4. Contract #:
5. Report for the Month Ending	Date Submitted:
7. Report Narrative: Use this space to explain how first consideration was given to low and moderate income persons first hired into a job pledged during the reporting period. If no persons (low/moderate income or other) were first hired into jobs pledged during the reporting period, explain what circumstances caused the delay and what will be the new target date for first hiring into the jobs pledged. (Use additional sheets if necessary)	

8. Certification: The undersigned hereby gives assurance that to the best of my knowledge and belief, the date included in this report are true and accurate, and if a non-profit agency, has been approved by the governing body of the organization prior to submission

8a. Typed Name of Authorized Official:	8b. Title:	8c. Phone #:
8d. Signature of Authorized Official:		8e. Date Signed:



City of Albuquerque  
 Multifamily Affordable Housing Program  
 PRO #7: Employee Characteristics Report Form

1. Agency Name:

2. Mailing Address:

3. Project Title:  4. Contract Number:

5. Report for:  through the Quarter Ending:  6. Date Submitted:

7. Total Clients Served to Date:

8a. Race-Multi-Race and Ethnicity Categories:	Race: # Total	Ethnicity: # Hispanic
White:	_____	_____
Black/African American:	_____	_____
Asian:	_____	_____
American Indian/Alaskan Native:	_____	_____
Native Hawaiian/Other Pacific Islander:	_____	_____
American Indian/Alaskan Native and White:	_____	_____
Asian and White:	_____	_____
Black/African American and White:	_____	_____
American Indian/Alaskan Native and Black/African American:	_____	_____
Asian/Pacific Islander:	_____	_____
Other Multi-Racial:	_____	_____
Total:	_____	_____

9. Age:

0-4	5-17	18-24	25-54	55-64	65+
<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>

10a. Gender:	10b. Female Head of Household	10c. Clients with Mental Disabilities	10d. Clients with Physical Disabilities
Male			
<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>
Female			

11. Residence:

City	County
<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>

13. Income:

Moderate/ Low 80%-51%	Low 50%-31%	Extremely Low < 30%
<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>	<input style="width: 80px; height: 20px;" type="text"/>

City of Albuquerque  
Multifamily Affordable Housing  
PRO #8: Compliance Report - *Instructions*

The Compliance Report includes two parts. Part A is a summary of tenant information and provides a picture of how the property is meeting its affordable housing set-aside requirements. Part B is a unit by unit listing of the project's occupancy and rent structure.

During the Pre-Compliance period the Compliance Report is submitted monthly, for a minimum of one (1) year. Once a development achieves compliance with the Total and Very Low-Income Set-Asides specified in the LURA, reports are submitted annually. Agencies may require more frequent submission of reports as indicated in the compliance manual.

Attach copies of all Tenant Income Certifications (TIC's) executed during the period of this report. Please include initial certifications as well as recertifications.

Part A – Compliance Report Summary

The Compliance Report Summary provides a snapshot picture of a project's occupancy and the extent to which the required set-asides have been met. The summary must reflect the same time period and the occupancy circumstances detailed in Part B – Unit Status Report.

INSTRUCTIONS

Date	Indicate the date this report was completed.
Reporting Period	Indicate the reporting period for this report. This period is prescribed by the monitoring agency.
Property Name	Identify the property's name. If there is no name, simply enter the street address.
Identification Number	If applicable, provide the identification number assigned by the monitoring agency.
Street Address and City	Provide the street address of the property as well as the city, stat, and zip code.
Owner	Indicate the owner as recorded in the LURA and provide the telephone number.
Manager/Contact	Indicate the person who has completed his report, or a contact person if clarification should be necessary. Include the telephone number for this person.
Lower Income	From the Unit Status Report, provide the total number of qualified units occupied by eligible lower income tenant; the total number of units being held available for occupancy by lower income tenant; the total number of units occupied by tenants previously lower income but now recertified as over-income; and the total of the previous three items.
Very Low-Income	From the Unit Status Report, provide the total number of qualified units being occupied by eligible very low-income tenants; the total number of units being held available for occupancy by very low-income tenants; the total number of units occupied by tenants previously very low-income but not rectified as over-income.

City of Albuquerque  
 Multifamily Affordable Housing Program  
 PRO #8: Compliance Report

Part A – Compliance Report Summary

Date: \_\_\_\_\_ Period: \_\_\_\_\_ to \_\_\_\_\_ Property ID# \_\_\_\_\_

Property Name \_\_\_\_\_ Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Manager/Contact \_\_\_\_\_ Phone \_\_\_\_\_

PROPERTY SUMMARY						Agency Use Only	
Unit Type	Number of Units					Compliance Status	
	Occupied	Vacant	Income	Total	Required	Total	Required
1. Lower Income – QU’s							
2. Very Low-Income – QU’s						Yes	No
3. Total Qualifying Units						Yes	No
4. Unrestricted Units							
5. Total All Units							
Percent				100%			

I/We (owner) relied in good faith upon information supplied by the occupants and verified the information provided.  
 I/We certify that data presented in this report is accurate to the best of our knowledge.

\_\_\_\_\_  
 Signature (Preparer)

\_\_\_\_\_  
 Signature (Managing Owner)

\_\_\_\_\_  
 Date

# of pages attached

Attachments: Part B – Unit Status Report Forms \_\_\_\_\_  
 Tenant Income Certifications (TIC’s) \_\_\_\_\_

City of Albuquerque  
PRO #9: Part B- HOME Unit Status Report - *Instructions*

1. Name of Property.
2. Property Identification Number.
3. Reporting Period.
  - A. Building Address
  - B. Unit Number
  - C. Tenant Name
  - D. Number of Bedrooms
  - E. Number of Persons occupying the property
  - F. Lease Date or Move Out Date
  - G. Unit Designation
    - 1 = VLI
    - 2 = LI
    - 3 = OI=VLI
    - 4 = OL-LI
    - 5 = Unrestricted
  - H. Ethnicity: For each unit, indicate the head of households' ethnicity:
    - 0 = Non-Hispanic
    - 1 = HispanicIndicate total number of Hispanics on last page (copy as many pages as needed) of Part B.
  - I. Race: In addition to ethnicity, for each unit indicate the head of household's race:
    - 1 = White
    - 2 = Black/African American
    - 3 = Asian
    - 4 = American Indian/Alaskan Native
    - 5 = Native Hawaiian/Other Pacific Islander
    - 6 = American Indian/Alaska Native and White
    - 7 = Asian and White
    - 8 = Black/African American and White
    - 9 = American Indian/Alaskan Native and Black/African American
    - 10 = Asian/Pacific Islander
    - 11 = Other Multi Racial
  - J. Female Head of Household – for each unit indicate if the head of household is a female with dependent children.
    - 1 = yes
    - 2 = no

Provide the following information for Qualifying Units only

  - K. Annual (Gross) Income: Indicate the household's annual (gross income as reported on the most recent TIC form.
  - L. Physical Disability – Indicate if Head of Household has a physical disability
    - 1 = yes
    - 2 = no
  - M. Mental Disability – Indicate if the Head of Household has a mental disability
    - 1 = yes
    - 2 = no
  - N. Monthly Unit Rent – Indicate the monthly unit rent
  - O. Date of Last Income Verification – Indicate the date of the last income certification. If applicable. In most instances the date will be the anniversary of the lease.





## INSURANCE COVERAGE INSTRUCTIONS

The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by the Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificate of insurance shall provide that thirty (30) days written notice is given to Director, Risk management Department, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87102, before a policy is canceled, materially changed, or not renewed. Please note, that the phrases “endeavor to” and “but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agency or representatives” must be stricken through on the certificates (see sample). Various types of required insurance may be written in one or more policies. Kinds and amounts of insurance are as follows:

Comprehensive General Liability Insurance Including Automobile: Comprehensive general liability and automobile insurance policy with liability for bodily injury including death and property damage in any one occurrence.

Said policies of insurance must include coverage for all operation performed for the City by the contractor, coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement. The City shall be named an additional Insured.

Workers’ Compensation Insurance: Workers Compensation Insurance for its employees in accordance with the provisions of the Workers’ Compensation Act of the State of New Mexico.

Please remember that we must have original certificates for all Comprehensive, General Liability, Auto and Property insurance, Workers’ Compensation coverage can be noted on the same certificate as other insurance, or on a separate form. If you are not required to carry Workers’ Compensation coverage, you will need to sign and return the waiver form enclosed in this packet. Please be sure you have your agent actually mail the certificates to the Department of Family and Community Services, Attention: Program Management Section, P.O. Box 1293, 5<sup>th</sup> Floor, Room 504, Albuquerque, New Mexico 87103, so that we may attach the certificates to the final contracts for processing. The Risk Manager shall be named the certificate holder.

For your reference please find enclosed, a sample certificate that is acceptable as to form. Please use this as a guide when submitting your form. Submission of insurance certificates properly prepared will expedite the processing of your contract. Insurance Certificates should be made available to the City as soon as possible.

If you have any questions, please contact the Program Management Staff of the Department.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		Clear	Save	DATE:MM/DD/YYYY	
<b>PROBLEM</b>  	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
<b>INSURER</b>  	INSURERS AFFORDING COVERAGE	NAIC #			
	INSURER A INSURER B INSURER C INSURER D INSURER E				
<b>COVERAGES</b>					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
REF. CODE CTS / RES	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE OR PERIOD	POLICY EXPIRATION DATE OR PERIOD	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC				EACH OCCURRENCE POLICY PERIOD POLICY PERIOD/CLAIMS MADE MEDICAL EXPENSE (PER POLICY) GENERAL LIABILITY GENERAL AGGREGATE PRODUCTS / COMPOUND AGG.
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (PER OCCUR) BODILY INJURY (PER PERSON) BODILY INJURY (PER OCCUR) PROPERTY DAMAGE (PER OCCUR)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY / EA ACCIDENT OTHER THAN AUTO ONLY / WAIV
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE
	EMPLOYERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISIONS CONTRARY TO RESPECTIVE OFFICERS' OR DIRECTORS' SPECIAL PROVISIONS ARE EXCLUDED				INC. STAFF / BODY PARTS / OTHER \$1. EACH ACCIDENT \$1. DISEASE / EMPLOYER DISEASE / POLICY LIMIT
	OTHER				
DESCRIBE HOW COVERAGE IS LOCATED BY THIS CLASS / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL _____ DAYS (WRITE) NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE		



## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATION OF WORKERS' COMPENSATION APPLICABILITY

I, \_\_\_\_\_, hereby certify that I employ less than three employees and am therefore not subject to the provisions of the Workers' Compensation Act of the State of New Mexico. I further certify that should I employ three or more persons during the term of my contract with the City, I will comply with the provisions of the New Mexico Workers' Compensation Act and provide proof of such compliance to the City of Albuquerque.

Dated: \_\_\_\_\_ Agency/Organization: \_\_\_\_\_

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City of Albuquerque  
Department of Family and Community Services  
Disclosure of Lobbying Activities - *Instructions*

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

City of Albuquerque  
 Department of Family and Community Services  
 Disclosure of Lobbying Activities

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure.)

Approved by OMB  
 0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)