



City of Albuquerque Department of Health, Housing and Homelessness Summary of Substantive Changes in the Revised Administrative Requirements

Note: References and Page numbers are included from the final document. Highlights usually indicate only that section was changed.

- Updated Department of issuance to reflect Department of Health, Housing and Homelessness
- Added definition of Electronic Signature - “refers to (e-signatures) a broad, legally binding term for any electronic method indicating consent. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978; electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.” **8.R P. 5**
- Added definition of Grievance – “refers to a verbal or written expression of dissatisfaction with some aspect of a Contractor’s service that has not been resolved despite attempts to do so by participants, clients, agencies, or community members at the point of service.” **8.X P.5**
- Added definition of Public Agency “refers to a government-funded entity at the federal, state, or local level responsible for providing public services, managing resources, or enforcing regulations.” **8.MM P. 7**
- Added definition of Subrecipient – “refers to a non-Federal entity (nonprofit, state/local government, or public housing agency) that receives a subaward from a pass-through entity to carry out part of a federal program, and is defined in the subsequent agreement as such. Subrecipients are responsible for program compliance, decision-making, and measuring performance against program objectives. In these Administrative Requirements, “Contractor” and “Subrecipient” are used interchangeably, depending on their designation.” **8.SS P. 7**
- Clarified the definition of “Vulnerable Population” that persons over the age of 60 are considered part of vulnerable population “based on case management evaluation.” **8.XX P. 8**
- Added clarifying language about process for Conflict of Interest – specifying that agency “Policies must also include a process for prompt notification in writing to the City to disclose the Conflict of Interest, requiring, at a minimum: 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.” **10.A.(2)(b) Pp. 11-12**
- Added requirement for agencies to maintain a complaint and grievance procedure –
Contract Complaint and Grievance Procedure Requirements:

Contractors must maintain a written procedure through which individuals receiving City-funded services may file a complaint or grievance without fear of reprisal and/or negative repercussion. The procedure shall also provide that the Agency will make every reasonable effort to resolve the matter within fourteen (14) calendar days of receiving the complaint or grievance, and respond to the complainant in writing.

If the complainant is not satisfied with the outcome, the Contractor shall instruct the complainant to forward a copy of the original complaint or grievance, along with the Contractor’s written response, to the City for consideration or other designated Agency for further review. No program shall discourage, retaliate against, or prevent a client from contacting the City or any local, state, or federal entity. **Added 10.A.(2)(d) on P. 12**

- Added clarifying language regarding notifying City specific to Nepotism – “Standards must include a process for prompt notification in writing to the City to disclose Nepotism.” - **10.A.(3)(c) Pp. 12-13**
- Added clarifying language specific to Documentation of Review and Approval of Contract, allowing for authorization to be detailed in “other documentation approved by the Board” **10.C.(5) P. 14**
- Added clarifying language specific to Retention of Contract Documents – added (c) “Cooperate with the City in locating and providing records related to the contract pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Sections 14-2-1 to 12, as amended. The Contractor shall provide all responsive records in possession of the Contractor within ten (10) days of any request by the City for such records. Should a Contractor receive a request for records specific to the Agreement from sources other than the City, the Contractor will promptly notify the City.” **11.A.(1)(c) P. 15**
- Removed section of applicability for fringe benefits “Accrued leave can be paid out in accordance with Agency standards, if and only if, the accrued leave was accrued while working on the City funded contract as part of regular pay.” **12.A.(5)(c)(1) P. 17**
- Clarified requirements regarding Personnel Activity Reports removing the section discussing time studies. Other acceptable documentation will be reviewed and approved by the Department. **12.A.(5)(d)(ii)(5) P. 18**
- Clarified direct assistance to beneficiaries – “Essential participant support costs for items such as wages, payroll taxes, benefits, stipends, incentives, 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. Requests for direct assistance to beneficiary costs must include adequate justification as to how these costs support the program objectives and are in alignment with program outcomes. Agency procedures must include mechanisms to track direct assistance to beneficiary costs including, but not limited to, client identifier, rationale for use of line item, date, and actual cost. Rental assistance is an allowable cost under direct assistance to beneficiaries with prior approval, and backup documentation may include copies of checks or other forms of payments, and the associated general ledger.” **12.A.(6) Pp. 19-20**
- Clarified Fuel and Vehicle Maintenance – **12.A.(9) P. 20**
Costs incurred for fuel and vehicle maintenance not covered under local travel are allowable for vehicles used exclusively on City-funded projects, i.e., fuel for a bus, maintenance for an Agency-owned vehicle used only within a City-funded project, fuel for an Agency-owned vehicle used only within City-funded projects.
- Clarified requirements for Travel Costs – **12.A.(25) P. 24**
Expenses for transportation, lodging, food, and related items incurred by employees who are directly paid out of the agreement, traveling on official business, are allowable when:
 - (a) The expenses are directly attributable to specific work under the contract, and payment is made in conformity with federal travel requirements. Actuals or per diems at the published GSA rate, as applicable.
 - (b) Actual cost reimbursement for travel only with prior Written Approval from the Department. Reimbursements for actual costs shall be supported by appropriate documentation.
 - (c) Travel associated with temporary work assignment(s) is not reimbursable, as defined as longer than seven (7) calendar days in a contract year, and no more than two (2) round trips.
 - (d) Local travel mileage is reimbursable for local mileage and shall not exceed the federal rate for that time period.
- Added Uniform as an allowable expense – “Agency policies must reflect the circumstances when uniforms are required, regardless of funding source or specified in the Agreement; detail uniform expenses only allowable for specific project/site, branded appropriately to the program. Any use of City branding needs to be approved in writing in advance.” -**12.A.(26) P. 24**

- Defined “Alcohol” as an unallowable expense – “A liquid for consumption that contains a percentage of ethanol.” –**12.B.(1) P. 24**
- Added “Compensation for Personnel Expenses” section under Unallowable Expenses –
 - (a) Wage and salary Bonuses, incentive Bonuses, Bonuses to board members, severance payments, etc. *[this section was previously listed under “Bonus”]*
 - (b) Pay for employee fringe benefits disproportionate to the City-funded portion of an employee’s regular pay. –**12.B.(6) P. 25**
- Clarified Indirect Cost allowability, allowing either for the approved Indirect Cost rating issued by an agency of the federal government or allowing for the de minimis rate specified in CFR 200.414(f). Any approved indirect rate will be applied to contract direct costs rate excluding the following:
 - i. Contractual services in excess of \$50,000 in the aggregate;
 - ii. Equipment purchases of \$5,000 or more;
 - iii. Rental costs, arrears, utilities, and deposits for rental assistance to beneficiary populations and that Indirect Costs must be
 - c. Charged proportionately to all funding sources contributing to the assisted project.
 - d. Not in excess of actual Contractor indirect costs allocable to the project. **12.C.(1) P. 27**
- Clarified language related to Audit Requirements, referencing 2 CFR 200, as amended, rather than specifying the specific dollar amount of federal funds that would lead to an audit. **13.J.(1)(a) P. 45**
- Clarified language regarding the threshold for City general funds that would require a financial statement audit, increasing from \$25,000 to \$100,000 in annual, cumulative funding, or are not covered under other areas in the Audit Requirements. **13.J.(1)(b) P. 45**
- Removed requirements detailing the scope of work section in the RFP issued by the organization in soliciting bids for their audit and the requirement specific to Audit Work Papers and Reports. **13.J.(1)P. 45**
- Modified language to require the Board to provide notice to the City, rather than the Auditor, of the Board is made aware of any illegal acts during the course of the audit. **13.J.(1)(j) P. 46**
- Inserted requirement that Board approval of the Agency’s response to the monitoring visit be reflected in board minutes. **14.D.(1)(c) P. 50**
- Added language regarding review of status of monitoring findings when planning for subsequent funding under “E. Subsequent funding.”

General Requirements – “All contracts shall be reviewed at least annually prior to contract renewal to determine if the service performance standards/goals established by the Department have been met. Entities that have not met at least 90% of the goals in a Social Services Agreement for the two (2) prior consecutive years, unless Department staff have determined that extenuating circumstances beyond the control of the Contractor precluded its ability to meet the goals, shall not be eligible for contract renewal, and services may be procured. All contracts shall also be reviewed for the status of findings to ensure all outstanding findings have been cleared. Agencies that have outstanding findings may be ineligible for future funding unless Department staff have documented extenuating circumstances. The Department shall keep for public inspection written documentation of whether goals have been met and the status of outstanding findings. Because the contracting process requires a determination of goal and compliance monitoring prior to the completion of the funding year, the Department reserves the right to determine whether goals were met based on a history of the prior year(s) goal performance, the Contractor’s performance to date, and the Contractor’s anticipated performance in achieving the goal in the current year. The Department may evaluate Contractor standing with all City departments when determining if Contractor is eligible for contract renewal. “ **14.E.(1) P.50**
- Added clarifying language to F. Contract Closeout
 - (1) The Department will close out the contract when it determines that all applicable administrative actions and all required work of the Contractor have been completed.

- (2) The Agency must submit its final request for reimbursement within **ten (10) [was 15 days]** calendar days after the end date of the last period of performance.
- (3) Within **15 [was 10 days]** calendar days of the end date of agreements utilizing Medicaid as Program Income, the Contractor is eligible to submit for reimbursement any Medicaid denials if funds remain available in the contract.
- (4) The Agency must submit, no later than **15 [was 90 days]** calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.
- (5) A Contractor must liquidate all obligations incurred under the Agreement not later than **30 [was 90 days]** calendar days after the end date of the period of performance as specified in the terms and conditions of the Agreement.
- (6) The Contractor must refund any balances of unobligated cash that the Department has paid in advance or paid and that are not authorized to be retained by the Agency, approved by the Department for use in other projects, **within 15 calendar days of the date of contract expiration.**
- (7) The Contractor must either return or **pay fair market value** to the City for any Equipment and Expendable Property acquired in whole or in part with Contract funds, as it pertains to requirements contained herein, **within 15 calendar days after the end of the contract expiration date.** **14.F. P. 51**