

MICHELLE LUJAN GRISHAM
GOVERNOR

HOWIE MORALES
LIEUTENANT GOVERNOR



NEW MEXICO

Early Childhood
Education & Care Department

ELIZABETH GROGINSKY
CABINET SECRETARY

JOVANNA ARCHULETA
ASSISTANT SECRETARY for Native American
Early Childhood Education and Care

DR. KATHLEEN GIBBONS
DEPUTY SECRETARY

2022-2023 Grant Application:

Summer Food and At-Risk Expansion and Enhancement Grant

IMPORTANT DATES:

Date	Event	Responsible Party
7-1- 2022	Grant Funds are available	ECECD
7-1-2022	Contact FNB for further applicant information any time	ECDED
On going	Submit to FNB via email - loren.miller@state.nm.us	Applicants
within 30 days	Sponsors are notified of their award	ECECD
12-31, 2022	Review of expenses year to date & reallocation of funds	ECECD & Grantees
5-19, 2023	Deadline to email invoices for reimbursement	Grantees

INTRODUCTION

The New Mexico Early Childhood Education and Care Department (ECECD), through its Family Nutrition Bureau (FNB), is excited to announce grant funding for expansion of the Summer Food Service Program (SFSP) and the At-Risk After School meals provision of the Child and Adult Care Food Program (CACFP). **This funding is available to organizations who are currently participating or eligible to participate in CACFP or SFSP with ECECD and wish to expand or enhance their food service operations.**

PURPOSE

ECECD is expanding these programs because it is critical to addressing food insecurity issues and improving the health and nutrition outcomes of children and families in New Mexico. The purpose of this funding is to provide organizations who are participating in or eligible for participation in CACFP or SFSP with the opportunity to expand or enhance their programs to reach additional children, additional communities or offer additional meals or meals at additional times or locations. The intent is to increase access to these programs by providing additional sites, increasing the frequency or duration of meal service times and providing innovative ways of using these programs to address food insecurity and food access concerns in New Mexico.

ELIGIBLE APPLICANTS

The funding is open to both private and public non-profit organizations that are currently participating with CACFP or SFSP and are in in good standing or are eligible to participate with either program. Eligible organizations include the following:

- Afterschool education, enrichment or recreational programs that qualify for CACFP or SFSP.
- Governmental organizations such as municipalities, county government, tribal government, and other local governmental entities.



FUNDING

- Total Available Funding: **\$1,500,000**
- Organizations are encouraged to request the amount of funding they deem necessary to accomplish the type of expansion or enhancement they want to implement. Funding will be dispersed according to the size of the organization:
 - small organizations (less than 5000 meals/snacks served per month) are eligible for a \$500 to \$3,000 grant
 - medium sized organizations (greater than 5,000 but less than 10,000 meals/snacks served per month) are eligible for up to \$10,000 and
 - larger organizations (more than 10,000 meals/snacks served per month) are eligible for up to \$20,000.
- The amount awarded will be based on the size of the organization as well as the justification and rationale outlined in the organization's grant application.

ALLOWABLE USE OF FUNDS

This funding is solely for the expansion and/or enhancement of SFSP and CACFP programs that are operating in New Mexico. Examples of allowable expenses include:

- Additional allowable food components, such as extra protein or an additional fruit item
- Administrative overhead related to expansion and enhancement efforts
- Advertising expenses to increase awareness of program benefits
- Equipment needed for storage or to transport food safely
- Facility expenses necessary to add a new location or site
- Travel expenses related to visiting a new location where services will be offered
- Wages for additional staff needed to expand services

The Family Nutrition Bureau will work with organizations to provide approval for allowable expenses that require written approval, prior approval, and specific written prior approval.

REIMBURSEMENT

Grantees will be reimbursed through standard mechanisms established by the Family Nutrition Bureau using the New Mexico Department of Finance Administration's (DFA) ACH process. Grantees will be expected to email completed excel spreadsheets tracking expenses and receipts for reimbursement to the ECECD Family Nutrition Bureau for approval by the end of each month. ECECD will then process reimbursement payments.

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PRIORITY OF FUNDING EVALUATION CRITERIA

Applications will be evaluated according to the following criteria:

- 1) **Operations planning:** Responses explaining the intention, outcomes, methodology and scope of the project or work the organization intends to accomplish.
- 2) **Budget:** A purchasing plan that provides justification for the grant amount requested and a breakdown and explanation of the amounts estimated for each of the categories included in the budget.
- 3) **Application Summary:** A description of the intended impact and the monitoring process the organization will implement to ensure their plan stays on track and accomplishes its intended objectives. Please include a description of the reporting process and records that will be kept to ensure accountability.

DESCRIPTION OF EVALUATION CRITERIA

Does Not meet Expectations: The applicant omitted a very large portion of the requested information, fails to provide information, provides inaccurate information, or provides information that is hard to understand.

Meets Expectations: The applicant provides general but sufficient detail, adequately addresses the criteria questions, however some areas may not fully explain the process and/or questions may remain. The application has some minor inconsistencies and weaknesses.

Exceeds Expectations: The applicant provides specific and comprehensive information and provides completed and clearly articulated responses to address the questions. The description is detailed, and the ideas are fully developed.

MANDATORY CONDITIONS:

All successful responses to this application shall assure ECECD-FNB in writing that:

- 1) The organization will be increasing or improving some aspect of its services in the areas of SFSP operations or the At-Risk provision of CACFP operations;
- 2) All meals will continue to meet the minimum requirements established by USDA for SFSP or CACFP meals that are eligible for reimbursement;
- 3) Invoices for reimbursement will be submitted to FNB along with the tracking sheet required to receive reimbursement; and
- 4) Invoices will include the name and contact information of the approved supplier (vendor), items purchased, quantity purchased, and price. Reimbursement for staff wages require timesheets and payroll records.

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**CHILD AND ADULT CARE FOOD PROGRAM AND SUMMER FOOD SERVICE PROGRAM
GRANT APPLICATION for Summer Food Program/At -Risk Expansion & Enhancement**

DEFINITIONS:

“Enhancement” refers to improving or adding additional features or options to existing services. This might include options such as adding additional allowable menu items, such as adding a salad bar to cafeteria style service or adding an additional protein item to meals or adding a creditable beverage to snack service.

“Expansion” refers to the increase in number of children served, or in the number of meals and/or snacks served, increase in the number of meal periods meal service is provided or the type of meals that are provided. Expansion could also be an increase in the days of service, (for example adding weekend or holiday meal service), locations of service, communities where service is provided, or the types of meal service provide (such as adding a supper service to a program that was previously only providing a snack)

“Start-up” refers to standing up a new program or sponsorship in order for the organization or agency is able to provide meal service to eligible participants in their communities.

The New Mexico Legislature has appropriated funds for the expansion or enhancement of the Summer Food Service and the Child and Adult Care Food Program (CACFP) At-Risk programs. The intent of this funding is to increase access to these programs by providing additional sites, increasing the frequency or duration of meal service times, and provide innovative ways of using these programs to address food insecurity and food access concerns in New Mexico.

The Complete Application with all supporting documentation must be submitted by 5 pm on May 18, 2022, to the State Office at the address listed for Family Nutrition Bureau: or ECECD-CACFP@state.nm.us Late and/or incomplete applications will not be accepted.

I. Organization Information

Organization Name: _____

Type of Organization:

Governmental Proprietary Private Non-Profit Other: explain; _____

Physical Address: _____

Street Address City, State, Zip

Primary Contact Name: _____ Title: _____

Email Address: _____ Phone _____

Secondary Contact Name: _____ Title: _____

Email Address: _____ Phone _____



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Please list agency's experience with Child Nutrition or other publicly funded programs

Name of Program	Name of Funding Source	Years of participation

II. **Operations Planning**

- Scope of work.** Provide a short description of the work that the organization would like to complete using this proposed funding. Your explanation should include the expected results and the organization's intended outcomes as well as procedures the organization will use. Please include answers to the following in your response: What geographical area will be covered? Which communities will be impacted? What is the duration of time that the organization is intending to spend implementing the expansion or enhancement?
- Milestones.** Provide an explanation of how accomplishments will be measured to ensure the organization is on track with completing their proposed goals. What benchmarks will be used to determine successful execution by the organization?

III. Budget Planning. Please provide a budget addressing the proposed income and expenses anticipated. Add budget categories as needed and provide an explanation of how the proposed funds will be used.

Category	Requested Amount	Explanation/Justification
Anticipated Income		
Anticipated Expense		
Wages		
Food expenses		
Supplies		
Travel		
Professional Service Contracts		
Facility Costs		
Advertising		
Equipment		
Administrative Expense		
Other		
Other		



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IV. Budget Narrative. Please provide a narrative for the categories for which proposed funding is requested, explaining how the proposed funding would be used for each category to complete the planned expansion or enhancement:

- Staffing.** Please list the responsibilities staff will have that are being paid from this grant.
- Equipment Justification.** What type of equipment does the organization propose that it needs to purchase to accomplish the goals of this grant and why?
- Budget Narrative Summary.** Describe the overall goal. For example: funding will be used to lease, equip and staff two new facilities for afterschool programs where supper will be offered Monday-Friday during the school year.

V. Application Summary

- Please provide a short description of the intended impact. What impact does the organization intend to make when using the proposed funding?

VI. Supporting Documents

- A copy of the organization's **Organizational Chart**.
- A copy of the organization's **Cost Allocation Plan or Indirect Cost Plan** (if applicable)

VII. Certification This is to certify that

(Organization's Name)

(Mailing Address)

Agreement #: _____ **and EPICs ID #** _____ **meets all of the requirements for participating institutions contained in 7 CFR § 226.6(b)(2) or 7 CFR § 225.14 & §225.15. As a representative of the above named organization, I certify that:** _____

the Institution is currently compliant with the required performance standards of financial viability, administrative capability, and program accountability as described in 7 CFR § 226.6(b)(2)(vii) or 7 CFR §225.14 and 15.

ALL GRANTEES MUST AGREE TO THE FOLLOWING:

Fund Accountability

The Grantee shall provide a strict accounting of all monies issued. The Grantee shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Grantee pursuant to this Grant. The Grantee will include an account of all monies made subject to this Grant in an annual audit and will provide ECECD with a copy of the

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annual audit. The Grantee shall be in good standing with all of contractual, fiscal, and reporting requirements to be eligible for all fiscal years covered under this award, if applicable.

Maintenance of Records

The Grantee shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Grant's term and effect and retain those records for a period of three (3) years from the date of final payment under this Grant. The records shall be subject to inspection by ECECD, the New Mexico General Services Department/State Purchasing Division and the State Auditor. ECECD shall have the right to audit billings both before and after payment. Payment under this Grant shall not foreclose the right of ECECD to recover excessive or illegal payments.

Confidentiality

Any and all confidential information provided to or developed by the Grantee in the performance of this Grant shall be kept confidential and shall not be made available to any individual or organization by the Grantee without the prior written approval of ECECD.

Amendment

- A. This Grant shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If ECECD proposes an amendment to the Grant to unilaterally reduce funding due to budget or other considerations, the Grantee shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Grant, pursuant to the termination provisions as set forth in "Termination below, or to agree to the reduced funding.

Assignment

The Grantee shall not assign or transfer any interest in this Grant or assign any claims for money due or to become due under this Grant without the prior written approval of ECECD.

Subcontractors

The Grantee shall not subcontract any portion of the services to be performed under this Award without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Grantee from any obligations and liabilities under this Award, nor shall subcontract obligate direct payment from ECECD. The Grantee must notify subcontractors that they are subject Maintenance of Records of this Grant.

Applicable Law

The laws of the State of New Mexico shall govern this Grant. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Grant, Grantee acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Grant.

Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Grant, unless approved by ECECD or defined in the scope of work, and under \$5,000.00 for each piece of equipment.

Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Grant. Each party shall be liable for its actions according to this Grant subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et. seq.*, as amended.

Execution of Documents

ECECD and the Grantee agree to execute any document(s) necessary to implement the terms of this Grant.

Equal Opportunity Compliance

The Grantee agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Grantee assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Grant. If Grantee is found not to be in compliance with these requirements during the life of this Grant, Grantee agrees to take appropriate steps to correct these deficiencies.

Workers Compensation

The Grantee agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Grantee fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Grant may be terminated by ECECD

New Mexico Employees Health Coverage (Governmental entities are excluded from this provision)

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

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

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

Background Checks

Grantees that have or could have primary custody of children for at least twenty hours per week are required under NMSA 1978, § 32A-15-1, *et seq.*; NMSA 1978 § 9- 29-8 (H); NMAC 8.8.3, *et seq.* and other applicable regulations to have background checks completed on all operators, employees, staff member, volunteers, or student interns. All Information Technology (IT) Grantees are also required to undergo a background check. The Grantee must comply with the fingerprint based criminal background investigation process, as per current ECECD policy. The applicant for the background check is required to pay all related fees. Nationwide as well as state abuse and neglect background checks on required individuals will be conducted in accordance with NMAC 8.8.3 and all other applicable state and federal regulations and standards. An eligibility letter must be in the IT Grantee, Grantee operator, employee, staff member, volunteer or student intern's personnel file prior to that individual having access to data or having any direct contact with children participating in programs delivered by ECECD or any Grantee providing services for the ECECD.

Health Insurance Portability and Accountability Act of 1996

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996.

Termination

- A. **Termination** ECECD may terminate this Grant for convenience or cause. The Grantee may only terminate this Grant based upon the ECECD's uncured, material breach of this Agreement.
- B. **Notice and Opportunity to Cure.**
 - a. ECECD shall give Grantee written notice of termination at least thirty (30) days prior to the intended date of termination.
 - b. The Grantee shall give ECECD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall: (i) identify all the Department's material breaches of this Grant upon which the termination is based; and (ii) state what ECECD must do to cure such material breaches. Grantee's notice of termination shall only be effective: (a) if ECECD does not cure all material breaches within the thirty (30) day notice period; or (ii) in the case of material breaches that cannot be cured within thirty (30) days, ECECD does not, within the thirty (30) day notice period, notify the Grantee of its intent to cure and begin with due diligence to cure the material breach.
 - c. The Grant may be terminated immediately upon written notice to the Grantee: (a) if the Grantee becomes unable to perform the services contracted for, as determined by the ECECD; (ii) if, during the term of this Grant, the Grantee is suspended or debarred by the State Purchasing Agent; or (iii) the Grant is terminated pursuant to, "FUNDING", of Section III.
- C. **Liability.** Except as otherwise expressly allowed or provided under this Grant, ECECD's sole liability upon termination shall be to pay for acceptable work performed prior to the Grantee's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant. The Grantee shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE ECECD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT OF AWARD.
- D. **Termination Management.** Immediately upon receipt by either ECECD or the Grantee of notice of termination of this Grant, the Grantee shall: (1) not incur any further obligations for salaries, services or any other expenditure of funds under this Grant without written approval of ECECD; (2) comply with all directives issued by ECECD in the notice of termination as to the performance of work under this Grant; and (3) take such action as ECECD shall direct for the protection, preservation, retention or transfer of all property titled to the Department and records generated under this Grant. Any non-expendable personal property or equipment provided to or purchased by the Grantee with contract funds shall become property of ECECD upon termination and shall be submitted to the ECECD as soon as practicable.

I certify that the above information is true and correct.

Signature of Authorized Representative

Date

Print Name & Title of Authorized Representative

Phone Number

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Email

If the person above does **NOT** oversee the food program at your agency, please provide the information of the person who oversees the organization's CACFP or SFSP.

Print Name & Title of CACFP Representative

Email

Phone Number