

777
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 11 Ordinance/Resolution# 10-062 Council District: All City

For Meeting of August 17, 2009
 (Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A CONTRACT IN THE AMOUNT OF \$578,337 FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2009-2010 TO PROVIDE CONGREGATE AND HOME DELIVERED MEALS, ASSISTED SENIOR TRANSPORTATION, HEALTH PROMOTION, IN-HOME RESPITE, CAREGIVER SUPPORT, GRANDPARENTS RAISING GRANDCHILDREN SUPPORT SERVICES AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.

PURPOSE(S) OF ACTION: A resolution accepting a contract from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Fiscal Year 2009-2010 in the amount of \$578,337, with the City contributing \$1,170,842.

Name of Drafter: Shelley Modell		Department: Public Services/Senior Programs		Phone: 528-3000	
Department	Signature	Phone	Department	Signature	Phone
Originating Department		528-3477	Budget		2300
			Assistant City Manager		2271
Legal		541-2126	City Manager		2074

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In Fiscal Year 2008-2009, the City of Las Cruces Senior Programs' Department submitted a proposal to the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging (NCNMAAA) for the delivery of services to persons qualifying under the Federal Older Americans Act. Each year the NCNMAAA requires the City of Las Cruces to enter into an annual agreement to continue to provide services. The annual agreement identifies any changes in service delivery from the previous year.

On July 16, 2009, the NCNMAAA notified the City of Las Cruces that the total Federal and State allocation for Fiscal Year 2009-2010 would be \$578,337, with the City contributing \$1,170,842. This appropriation will be allocated as follows:

- Twenty one thousand seven hundred fifty two dollars (\$21,752) from Title III-B of the Older Americans Act to provide Assisted Senior Transportation;

(Continue on additional sheets as required)

- Ninety five thousand seven hundred sixty five dollars (\$95,765) from Title III-C1 of the Older Americans Act to provide Congregate Meals;
- Nineteen thousand three hundred sixteen dollars (\$19,316) from Title III-C2 of the Older Americans Act to provide Home Delivered Meals;
- Fifteen thousand nine hundred forty three dollars (\$15,943) from Title III-D of the Older Americans Act to provide Health Promotion Services;
- Thirty five thousand five hundred three dollars (\$35,503) from Title III-E of the Older Americans Act to provide In-Home Respite and Grandparents Raising Grandchildren Support Services;
- Three hundred ninety thousand and fifty eight dollars (\$390,058) from state funds to provide Congregate and Home Delivered Meals, Homemaker Services, In-Home Respite and Support Services for Grandparents Raising Grandchildren, and Assisted Transportation.

A budget adjustment to the Fiscal Year 2009-2010 City budget is needed to reflect the contract award and the City's contribution in the amount of \$1,170,842.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure		Budget Amount	
	State	Federal	State	Federal
Congregate/21205030-Various Accts.	\$66,977	\$ 95,765	\$66,977	\$ 95,765
Home Delivered/21205040-Various Accts.	\$164,848	\$ 19,316	\$164,848	\$ 19,316
Health Promotion/21205050-Various Accts.	\$3,000	\$ 15,943	\$3,000	\$ 15,943
Senior Care Giver/21205060-Various Accts.	\$20,600	\$ 35,503	\$20,600	\$ 35,503
Senior Home Care/21205070-Various Accts.	\$61,000	0	\$61,000	0
Access/21205080—Various Accts.	\$24,000	0	\$24,000	0
Assisted Transportation/New Account	\$49,633	\$ 21,752	\$49,633	\$ 21,752

1. Resolution.
2. Exhibit "A"—North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Contract No. 2009-10-64014.
3. Exhibit "B"-- Budget Adjustment

OPTIONS / ALTERNATIVES:

1. If approved, the funding will be used to provide congregate and home delivered meals, assisted senior transportation, health promotion, in-home respite, caregiver support, grandparents raising grandchildren support services to persons qualifying under the Federal Older Americans Act.
2. If not approved, Senior Programs will operate at a reduced level of service and/or suspend Older American Act services.
3. Council may direct modification of the contracts and/or provide staff with alternate direction for Senior Employment Program.

RESOLUTION NO. 10-062

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A CONTRACT IN THE AMOUNT OF \$578,337 FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2009-2010 TO PROVIDE CONGREGATE AND HOME DELIVERED MEALS, ASSISTED SENIOR TRANSPORTATION, HEALTH PROMOTION, IN-HOME RESPITE, CAREGIVER SUPPORT, GRANDPARENTS RAISING GRANDCHILDREN SUPPORT SERVICES AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.

The City Council is informed that:

WHEREAS, in Fiscal Year 2008-2009, the City of Las Cruces Senior Programs' Section submitted a proposal to the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging (NCNMAAA) for the delivery of services to persons qualifying under the Federal Older Americans Act; and

WHEREAS, each year the NCNMAAA requires the City of Las Cruces to enter into an annual agreement to continue to provide services; and

WHEREAS, the annual agreement identifies any changes in service delivery from the previous year; and

WHEREAS, on July 16, 2009, the NCNMAAA notified the City of Las Cruces that the total Federal and State allocation for Fiscal Year 2009-2010 would be \$578,337, with the City contributing \$1,170,842; and

WHEREAS, The appropriation will be allocated as follows:

- Twenty one thousand seven hundred fifty two dollars (\$21,752) from Title III-B of the Older Americans Act to provide Assisted Senior Transportation;
- Ninety five thousand seven hundred sixty five dollars (\$95,765) from Title III-C1 of

the Older Americans Act to provide Congregate Meals;

- Nineteen thousand three hundred sixteen dollars (\$19,316) from Title III-C2 of the Older Americans Act to provide Home Delivered Meals;
- Fifteen thousand nine hundred forty three dollars (\$15,943) from Title III-D of the Older Americans Act to provide Health Promotion Services;
- Thirty five thousand five hundred three dollars (\$35,503) from Title III-E of the Older Americans Act to provide In-Home Respite and Grandparents Raising Grandchildren Support Services;
- Three hundred ninety thousand and fifty eight dollars (\$390,058) from state funds to provide Congregate and Home Delivered Meals, Homemaker Services, In-Home Respite and Support Services for Grandparents Raising Grandchildren, Assisted Transportation; and

WHEREAS, a budget adjustment to the Fiscal Year 2009-2010 City budget is needed to reflect the contract award.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Mayor is authorized to sign the contract from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Fiscal Year 2009-2010 designated as Exhibit "A," attached hereto and made a part of this Resolution.

(II)

THAT the City of Las Cruces Fiscal Year 2009-2010 City budget is hereby adjusted as designated in Exhibit "B," attached hereto and made a part thereof.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2009.

APPROVED:

(SEAL)

Mayor

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Archuleta:	_____
Councillor Small:	_____
Councillor Jones:	_____
Councillor Thomas:	_____

APPROVED AS TO FORM:



City Attorney



Contract No. 2009-10 64014

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging
VENDOR AGREEMENT**

City of Las Cruces, hereinafter referred to as Vendor, and the NCNMEDD Non-Metro Area Agency on Aging, hereinafter referred to as Agency, enter this Agreement effective July 1, 2009, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, and the State of New Mexico Aging and Long Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Vendor agrees to provide the following service(s) to clients as identified in accordance with the Direct Purchase of Service vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

Congregate Meals
Home Delivered Meals
Homemaker/Housekeeping
Adult Day Care
Respite
Transportation
IIID Health Promotion Activities
Chore Services
Other Health Promotion Activities (Non IIID)
IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.

- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals –Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

Homemaker/Housekeeping – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

Adult Day Care – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

Respite – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

Transportation –Taking an older person from one location to another. This does not include any other activity. Demand/Response –transportation designed to carry older persons from specific origin to specific destination upon request.

Health Promotion – This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics' Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

Chore – Assistance with heavy housework, yard work or sidewalk maintenance at a person's place of residence.

Unit Measurements	
Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care	One Hour

Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
Health Promotion (IID/Non-IID)	OneContact/OneHour (Home Safety)
Chore	One Hour

III E Family Caregiver Support Program - Title III-E federal funds must be used to provide a multifaceted system of services for family caregivers and grandparent caregivers. The following are the allowable service categories:

1. Information about available services (e.g. public education, participation at health fairs, etc);
2. Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);
3. Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);
4. Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities
5. Supplemental services, on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Service Area: City of Las Cruces

Targeting: Services are designed to identify eligible clients, with an emphasis on high-risk clients and serving older individuals with the greatest economic and social need, low-income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. **Payment for Services.** For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor during the Term an aggregate amount, including gross receipts tax, not to exceed \$578,337 said aggregate amount to be derived from the following sources, when units are met.

1. \$21,752 from Title III-B of the OAA;
2. \$95,765 from Title III-C1 of the OAA;
3. \$19,316 from Title III-C2 of the OAA;
4. \$15,943 from Title III-D of the OAA;
5. \$35,503 from Title III-E of the OAA; and
6. \$390,058 from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$4.7402	\$1.6498	98645	600
Home Delivered Meals	\$4.8522	\$1.151	160000	1500
Transportation	\$	\$		
Assisted Transportation	\$10.8056	\$1.8304	39000	500
Adult Day Care	\$	\$		
Case Management	\$25.99823	\$10.60071	2264	220
Health Promotion	\$3.6728	\$2.5254	7501	3528
Homemaker/Housekeeping	\$28.596980	\$14.186050	4300	70
NFCSP – Family Caregivers				
CG - Counseling	\$	\$	200	20
CG – Respite Care	\$16.59956	\$9.94822	4500	40
CG - Supplemental	\$233.33333	\$200.00000	15	5
CG - Assistance	\$20.77333	\$9.44333	300	75
CG - Information	\$	\$	1113	120
GPRGC –Respite	\$14.500000	\$11.68280	400	15
GPRGC -Supplemental	\$10.30271	\$8.30271	100	15

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by or are in excess of the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. The Agency shall pay the Vendor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder. Within fifteen (15) days after the date the Agency receives written notice from the Vendor that payment is requested for services or items of tangible personal property delivered on site and received, the Agency shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the Agency finds that the services or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Vendor that payment is requested, provide to the Vendor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Vendor may proceed to provide remedial action. Upon certification by the Agency that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Vendor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Agreement to the Vendor at the rate of 1.5% per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Vendor within five (5) working days of receipt of funds from that funding agency.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas as applicable.
3. **Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the 2nd day of each month following the last day of the month in which services were provided. If the 2nd day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the proceeding business day.**
4. **Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.**
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. **Agrees to provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior**

programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The letter of Commitment of local funds shall be submitted along with the signed contract.

7. Maintain communication and correspondence concerning clients' status with the Agency.
8. Agrees to submit timely and accurate information necessary for reimbursement.
 - a. **All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.**
 - b. **Financials: By the 7th working day, submit official monthly revenue and expenditure reports with current year to date information. Submit Quarterly Trial Balance and or Profit and Loss statements.**
9. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
10. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review original client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Original client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds not to exceed 12% of the negotiated funds. Once the Vendor submits a request for reimbursement the start-up of funds will be amortized.
7. Initiate the request for disbursement based on data available in SAMS.
8. **The Agency will only allow re-negotiation of cost of services based on special circumstances described by policy developed by the Agency.**
9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES:

- A. *Americans with Disabilities Act of 1990* –
The Vendor shall comply with the requirements established under the Americans with Disabilities Act in meeting statutory deadline under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973* –
The Vendor shall provide that each program activity, when viewed in its entirety is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74.
The Vendor shall ensure that benefits and services available under the agreement are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967* –
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
45CFR 92.35 Sub awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect.
- F. *Independent Audit*
The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2009 through June 30, 2010. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.
1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. **The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIB, Title IIC-I, Title IIC-II, Title IID, Title IIE, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD, Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.**

2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (**Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.**) which facilitates a reconciliation of these audited costs to the final report. **The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.**
3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. **The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.**
4. **For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.**
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor 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 Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this

Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging; the rules, regulations, policies and procedures established by the Department of Aging and Long-Term Services Department for the provision of services and administration of programs funded under the OAA and the New Mexico State Legislature; the approved Area Plan; and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Vendor will not, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must be in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program;
7. The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2009 and terminate on June 30, 2010, unless terminated pursuant to Paragraph V, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph VI, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Vendor of notice of termination of this Agreement, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed hereunder and jeopardize their receipt of such services.

3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may make the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law

7 APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the

Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

The Vendor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any confidential information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired by the Vendor under this Agreement shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor under this Agreement

shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Vendor.

14. CONFLICT OF INTEREST.

The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

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

16. MERGER.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the

Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Vendor shall fully indemnify and defend Agency from any and all claims, costs, fees (including reasonable attorney's fees), obligations, fines, and liabilities resulting from conduct of Vendor, its employees, officers, directors, and agents, performed in relation to this Agreement.

22. INTERNAL DISPUTE MEDIATION

The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. KEY PERSONNEL

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

24. NEW MEXICO EMPLOYEES HEALTH COVERAGE.

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to:

- (1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July

- 1, 2008 if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceed one million dollars or;
- (2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceed \$500,000 dollars or;
- (3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceed \$250,000 dollars.
- B. Vendor 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) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Vendor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwemexico.state.nm.us/>.

25. INVALID TERM OR CONDITION.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT.

A. party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD
Attn: Nancy Arias
P.O. Box 5115
Santa Fe, NM 87502

VENDOR:

City of Las Cruces
Attn. Shelley Modell
P.O. Box 20000
Las Cruces, NM 88004

28. INSURANCE.

The Vendor shall secure and maintain during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain during the term of this Agreement, at its own expense, worker's compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain according to this Agreement, except for any policy of workmen's compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency a memorandum or certification of both the comprehensive and general liability insurance, as well as the worker's compensation insurance, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

If Vendor is other than a natural person, the individual(s) signing this Agreement on behalf of Vendor represent and warrant that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

The remainder of this page is left blank intentionally.

30. Signatures.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2009.

City of Las Cruces
Legal Name of Vendor/Contractor

NCNMEDD
Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Signature


Signature

Ken Miyagishima, Mayor
Printed/Typed Name of Signatory

Barbara Deaux, Executive Director
Printed/Typed Name of Signatory

Date

6-23-09
Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NOTIFICATION OF GRANT AWARD
(NGA)

GRANTEE: City of Las Cruces		APPROVED BUDGET PERIOD				Grant/Action		NGA DATE
ADDRESS:		FROM: 7/1/2009				New/Cont: <input checked="" type="checkbox"/>		6.26.09
PHONE:		TO: 6/30/2010				Revision: <input type="checkbox"/>		
						BAR: <input type="checkbox"/>		
						Other: <input type="checkbox"/>		
DESCRIPTION		FEDERAL	STATE	LOCAL	IN-KIND	PROJ. INC.	TOTAL	
AAA Administration	Title IIIB	0	0	0	0	0	0	
	Title IIIC1	0	0	0	0	0	0	
	Title IIIC2	0	0	0	0	0	0	
	Title IIID	0	0	0	0	0	0	
	Title IIIE	0	0	0	0	0	0	
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIB	Access	\$ 21,752	\$ 73,633	\$ 382,772	\$ -	\$ 2,123	\$ 480,280	
	In-Home	\$ -	\$ 61,000	\$ 59,906	\$ -	\$ 2,061	\$ 122,967	
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal		\$ 21,752	\$ 134,633	\$ 442,678	\$ -	\$ 4,184	\$ 603,247	
Title IIIC1	Meal Costs	\$ 95,765	\$ 66,977	\$ 174,858	\$ -	\$ 130,000	\$ 467,600	
Subtotal		\$ 95,765	\$ 66,977	\$ 174,858	\$ -	\$ 130,000	\$ 467,600	
Title IIIC2	Meal Costs	\$ 19,316	\$ 164,848	\$ 515,142	\$ -	\$ 77,050	\$ 776,356	
Subtotal		\$ 19,316	\$ 164,848	\$ 515,142	\$ -	\$ 77,050	\$ 776,356	
Title IIID	Health Promotion	\$ 15,943	\$ 3,000	\$ 3,007	\$ -	\$ 5,600	\$ 27,550	
Sub Total		\$ 15,943	\$ 3,000	\$ 3,007	\$ -	\$ 5,600	\$ 27,550	
Title IIIE	Alzheimer Care Giver Support	\$ 35,503	\$ 20,600	\$ 35,157	\$ -	\$ -	\$ 91,260	
Sub Total		\$ 35,503	\$ 20,600	\$ 35,157	\$ -	\$ -	\$ 91,260	
DEMONSTRATON DEMO GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sub Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS	Title IIIB	\$ 21,752	\$ 134,633	\$ 442,678	\$ -	\$ 4,184	\$ 603,247	
	Title IIIC1	\$ 95,765	\$ 66,977	\$ 174,858	\$ -	\$ 130,000	\$ 467,600	
	Title IIIC2	\$ 19,316	\$ 164,848	\$ 515,142	\$ -	\$ 77,050	\$ 776,356	
	Title IIID	\$ 15,943	\$ 3,000	\$ 3,007	\$ -	\$ 5,600	\$ 27,550	
	Title IIIE	\$ 35,503	\$ 20,600	\$ 35,157	\$ -	\$ -	\$ 91,260	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 188,279	\$ 390,058	\$ 1,170,842	\$ -	\$ 216,834	\$ 1,966,013	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:						
1. Estimated Total Cost.....	\$ 1,966,013	a. Federal/State		FY 20 ___	Federal State			
2. LESS Anticipated Proj. Inc.	\$ 216,834	grant unearned						
3. Estimated Net Cost.....	\$ 1,749,179	in previous project year(s)						
4. Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 ___	Federal State			
5. Proj. Inc. (Used as Match).....	\$ 216,834							
6. Federal Share of Net Cost.....	\$ 188,279							
7. State Share of Net Cost....	\$ 390,058	c. New Obligational Authority Herein Awarded		FY-	Federal State			
		\$ 188,279						
		\$ 390,058						

800
NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant.

- X 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- X 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- X 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.
- X 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- X 5. Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
- X 6. Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.
- X 7. Programs must meet the units of services projected in order to be reimbursed or submit a recalculation of service costs request detailing reasons approved units are not being met. Amendments must be approved by the Area Agency on Aging.

The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency on Aging on a monthly basis.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency on Aging.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency on Aging this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency on Aging for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency on Aging
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address:

NCNMEDD Non-Metro Area Agency on Aging
Authorizing Official

Barbara Deaux
Signature: Barbara Deaux, Executive Director
Date: 6/23/09

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Signature: _____ Date: _____

Signature: _____ Date: _____

APPROVED AS TO FORM:
[Signature]
City Attorney

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

City of Las Cruces	New Mexico	
_____ Organization	_____ State	
_____ Authorized Signature	Mayor, City of Las Cruces _____ Title	_____ Date
_____ Mayor Ken Miyagishima		
Printed Name of Authorized Signatory		

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<u>City of Las Cruces</u>	<u>New Mexico</u>
Organization	State

<u>Mayor, City of Las Cruces</u>		
Authorized Signature	Title	Date

*as named as to form
 Kay (Cib) Lennelly
 Deputy City Atty*

Vendor/Contractor Name

City of Las Cruces

Executive Director

Terrence R. Moore

Mailing Address

P.O. Box 20000

City, Zip

Las Cruces, NM 88004

Physical Address

200 N. Church

City, Zip

Las Cruces, NM 88001

County

Dona Ana

Phone Number

575-541-2076

Fax Number

575-541-2077

e-mail address

tmoore@las-cruces.org

Director

Shelley Modell

Mailing Address

P.O. Box 20000

City, Zip

Las Cruces, NM 88004

Physical Address

975 S. Mesquite Street

City, Zip

Las Cruces, NM 88001

County

Dona Ana

Phone Number

575-528-3001

Fax Number

528-3351

e-mail address

smodell@las-cruces.org

Finance Contact

Melissa Nelson

Mailing Address

P.O. Box 20000

City, Zip

Las Cruces, NM 88004

Physical Address

200 N. Church

City, Zip

Las Cruces, NM 88001

County

Dona Ana

Phone Number

575-541-2151

Fax Number

575-541-2157

e-mail address

mnelson@las-cruces.org

Nutrition Services Contact

Michael Simone

Mailing Address

P.O. Box 20000

City, Zip

Las Cruces, NM 88004

Physical Address

975 S. Mesquite Street

City, Zip

Las Cruces, NM 88001

County

Dona Ana

Phone Number

575-528-3013

Fax Number

575-528-3351

e-mail address

msimione@las-cruces.org

Vendor/Contractor Name

City of Las Cruces

Senior Employment Progr Contact

Michael Simone

Mailing Address

P.O. Box 20000

City, Zip

Las Cruces, NM 88004

Physical Address

975 S. Mesquite Street

City, Zip

Las Cruces, NM 88001

County

Dona Ana

Phone Number

575-528-3013

Fax Number

575-528-3351

e-mail address

msimione@las-cruces.org

SAMS/Data Entry Contact

Dan Carrillo

Mailing Address

P.O. Box 20000

City, Zip

Las Cruces, NM 88004

Physical Address

975 S. Mesquite Street

City, Zip

Las Cruces, NM 88001

County

Dona Ana

Phone Number

575-528-3111

Fax Number

575-528-3351

e-mail address

dcarrillo@las-cruces.org

Site Manager

Sally Schutte

Mailing Address

P.O. Box 20000

City, Zip

Las Cruces, NM 88004

Physical Address

975 S. Mesquite Street

City, Zip

Las Cruces, NM 88001

County

Dona Ana

Phone Number

575-528-3017

Fax Number

575-528-3352

e-mail address

sschutte@las-cruces.org

Site Manager

Mailing Address

City, Zip

Physical Address

City, Zip

County

Phone Number

Fax Number

e-mail address

(attach additional pages if necessary)



To whom it may concern:

July 14, 2009

This is to certify that the City of Las Cruces, New Mexico, pursuant to authority conferred by the New Mexico Tort Claims Act, has established a self-funded, self-administered program for General Liability and Workers' Compensation claims arising against the City under the New Mexico Tort Claims Act. This program is funded at a level believed by management of the City to be adequate to cover any claims which may be asserted against the City under the Act. Additionally, the City carries excess Workers' Compensation and General Liability insurance. The excess Workers' Compensation insurance provides coverage up to \$1,000,000.00.

Duane T. Goode
City of Las Cruces
Risk Management Administrator

ASSURANCES

Revised to incorporate the 2000 Reauthorization of the Older Americans Act

1. Older Americans Act. The grantee will comply with the Older Americans Act of 1965, As Amended, and its implementing regulations as contained in 45 CFR Part 1321.
2. DHHS Grants Administration. The grantee will comply with the U.S. Department of Health and Human Services Grants Administration Regulations as contained in 45 CFR Part 74.
3. Civil Rights. In accordance with Title VI of the Civil Rights Act of 1965, the grantee will not discriminate against individuals because of age, race, color, creed, ethnic origin, sex or sexual preference in administering programs or providing services to the elderly.
4. Accessibility for Individuals with Disabilities. In compliance with Section 504 of the Rehabilitation Act of 1973, as Amended, the grantee will ensure that facilities and services are made accessible to individuals with disabilities.
5. State Policy. The grantee shall comply with the State Policy Manual and all policy issuances by Aging and Long Term Care Department and the Governor of New Mexico.
6. Area Policy. The grantee shall comply with the Area Agency on Aging Policy Manual and all policy issuances by the Area Agency on Aging.
7. Affirmative Action and Employment of the Elderly. The grantee shall maintain current affirmative action plans. In implementing their personnel hiring procedures, older individuals shall be given preference and the elderly shall be actively recruited for all available jobs.
8. Other State and Local Laws, Rules and Regulations. The grantee shall comply with all applicable state and local laws, rules or regulations.
9. Confidentiality. The personal case information of program participants shall be maintained in a confidential manner. Procedures have been established by the grantee to restrict access to this information to only authorized individuals. Release of any confidential information to unauthorized individuals shall be made only with full written authorization by the participant whose record is being used.
10. Contributions. Voluntary contributions from participants shall be accepted. Procedures for documenting and safeguarding the collection and handling of this income have been established by the grantee. Contributions are not a requirement for participation in the programs or for receipt of services funded by this plan.

11. Coordination. The grantee will coordinate with all other programs serving the elderly. In particular coordination efforts will focus on Foster Grandparent, Senior Companion, Retired and Senior Volunteer and Title VI programs. In addition, the grantee will establish effective and efficient procedures for coordination between programs funded in this plan and programs described in Section 203(b) of the Act.

Coordination efforts will also focus on community-based long-term care services; entities involved in prevention, identification, and treatment of abuse, neglect and exploitation of older individuals; programs providing supportive services to families of elderly victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and providers of mental health services.

The grantee will ensure that each activity undertaken, including planning, advocacy and systems development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas; and assure that the grantee will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.

The grantee provides that it will facilitate the coordination of community-based, long-term care services designed to enable older individuals to remain in their homes, by means including:

(A) development of case management services as a component of the long-term care services, consistent with the requirements of paragraph (25);(B) involvement of long-term care providers in the coordination of such services; and (C) increasing community awareness of and involvement in addressing the needs of residents of long-term care facilities.

12. Low Income Minority Individuals. The grantee, in determining the extent of need in the service area, has taken into consideration the number of older individuals with the greatest economic or social need. Preference will be given to providing services to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals and older individuals residing in rural areas.

All activities undertaken by the grantee, including planning, advocacy and systems development, will include a focus on the needs of low-income minority, older individuals and older individuals residing in rural areas.

The grantee specifies how they intend to satisfy the service needs of low-income minority individuals and older individuals residing in rural areas, in the area served by the grantee, and to attempt to provide services to low-income minority individuals and older individuals residing in rural areas in accordance with their need for such services.

20. Case Management Services. Case management services provided under this Plan will:

a. not duplicate, but will be coordinated with, case management services provided through other Federal and State programs; and,

b. be provided by a public agency or a nonprofit private agency that (i) gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the area agency on aging; (ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement; (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii);

21. Rights Relating to In-home Services for Frail Older Individuals. The grantee assures that programs that provide in-home services (as defined in the Older Americans Act) will promote the following rights of each older individual who receives such services:

a. the right to be fully informed in advance about each in-home service provided by the program and about any change in such service that may affect the well being of such individual; and the right to participate in planning and changing an in-home service provided by the program, unless such individual is judicially adjudged incompetent;

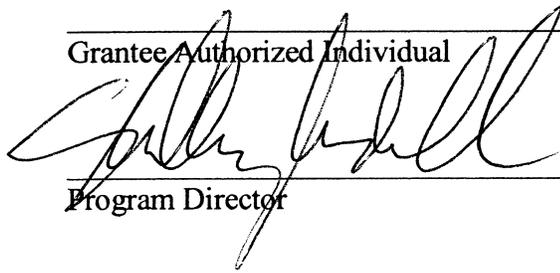
b. The right to voice a grievance with respect to such service that is or fails to be provided, without discrimination or reprisal as a result of voicing such grievance;

c. the right to confidentiality of records relating to such individual;

d. the right to have the property of such individual treated with respect; and

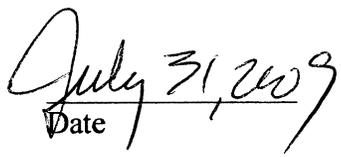
e. the right to be fully informed (orally and in writing), in advance of receiving an in-home service, of these rights and obligations.

Grantee Authorized Individual



Program Director

Date



Date

APPROVED AS TO FORM:



City Attorney

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010**

FUND	DIVISION		FUND TYPE	
Older Americans Act Fund 2171	Public Services		Special Revenue	
	FY 2008/09 Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ 194,424	74,301		74,301
REVENUES				
551027 Older Americans Act Fed Grant	\$ 152,681	152,651	35,628	188,279
552017 NCCNMEDD	319,004	334,902	55,156	390,058
543510 Congregate Meals	130,104	120,000	10,000	130,000
543511 Delivered Meals	75,351	80,000	(2,950)	77,050
543514 Adult Day Care Contributions	2,084	75,000	(72,939)	2,061
543520 Senior Recreation	6,000	5,000	(2,877)	2,123
Total Revenues	\$ 685,224	767,553	22,018	789,571
Total Resources	\$ 879,648	841,854	22,018	863,872
EXPENDITURES				
21205080 - Access IIIB				
Personnel	\$ 200,997	83,323	(57,200)	26,123
Operating	31,897	39,796	(39,796)	0
Total Org 21205080	232,894	123,119	(96,996)	26,123
21205030 - Congregate Meals IIIC1				
Personnel	\$ 330,594	21,691		21,691
Operating	188,727	172,181	95,819	268,000
Total Org 21205030	519,321	193,872	95,819	289,691
21205040 - Delivered Meals IIIC2				
Personnel	\$ 475,916	37,304		37,304
Operating	317,035	263,526	(39,616)	223,910
Capital	0	0		0
Total Org 21205040	792,951	300,830	(39,616)	261,214
21205050 - Health Promotion IIID				
Personnel	\$ 1,146	3,232		3,232
Operating	40,641	10,509	10,802	21,311
Total Org 21205050	41,787	13,741	10,802	24,543
21205060 - Care Giver Support IIIE				
Personnel	\$ 79,268	20,415		20,415
Operating	41,945	23,877	11,811	35,688
Total Org 21205060	\$ 121,213	44,292	11,811	56,103
21205070 - Senior Home Care				
Personnel	\$ 197,777	71,001	(23,207)	47,794
Operating	22,911	23,247	(7,980)	15,267
Total Org 21205070	\$ 220,688	94,248	(31,187)	63,061
2120XXXX - Assisted Transportation IIIB				
Operating	0	0	71,385	71,385
Total Org 2120xxxx	0	0	71,385	71,385
Total Expenditures	\$ 1,928,854	770,102	22,018	792,120
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 1000 - General Fund (Match)	\$ 1,195,259	0		0
Transfer to Fund 5920 - Transit Fund	(71,752)	(71,752)		(71,752)
Total Other Financing Sources (Uses)	\$ 1,123,507	(71,752)	0	(71,752)
ENDING BALANCE	\$ 74,301	0	0	0

*Projected based on 8 months actual through February 28, 2009 and 4 months projected.