



# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## COUNCIL WORK SESSION SUMMARY ROUTING SLIP

Meeting Date June 22, 2015

TITLE: **HEALTH AND HUMAN SERVICES ADVISORY COMMITTEE ALLOCATION PROCESS.**

- Are there attachments to the Council Work Session Summary? Yes  No
- Will there be a Video Presentation for this item? Yes  No
- Will there be a PowerPoint Presentation for this item? Yes  No
- If "yes", will a copy of the PowerPoint Presentation be included on the Council Work Session Agenda? Yes  No

DEPARTMENT / ORGANIZATION	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>Vincent Banegas for Natalie Green</i>	528-3086	6/12/15
Department Director	<i>W. Wei</i>	528-3067	6-12-15
Other			
Assistant City Manager/CAO (if applicable)			
Assistant City Manager/COO (if applicable)	<i>[Signature]</i>	528-2271	6-12-15
City Manager	<i>[Signature]</i>		



# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Work Session Summary

**Meeting Date:** June 22, 2015

**TITLE:** HEALTH AND HUMAN SERVICES ADVISORY COMMITTEE ALLOCATION PROCESS.

**PURPOSE(S) OF DISCUSSION:**

- Inform/Update
- Direction/Guidance
- Legislative Development/Policy

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

Since 1987 City Council has made a concerted effort to fund public service programs for the sick and indigent from the General fund. The Health and Human Services Advisory Committee (HHSAC) was created to evaluate public service proposals for funding.

The Telshor Facility Funds was created in October 2004, with the net proceeds from an agreement entered jointly by the City of Las Cruces (City) and Dona Ana County (DAC) with Province Healthcare Company to lease Memorial Medical Center for forty years. The City and DAC agreed to equally divide the net proceeds of this transaction; the City's distribution amount was approximately \$26M. Resolution 05-128 declared that monies be restricted to health related programs and health related capital projects to be determined by City Council. A moratorium was placed on the funding which prevented the expenditure of funds.

In October 2007, City Council lifted the moratorium on the Telshor Facility Fund, which at that time totaled approximately \$24.3M and adopted a three year funding strategy for the expenditure of these funds. City Council allocated \$300,000 annually for fiscal years 2009, 2010, and 2011, for funding of health-related public services for the benefit of City residents. In March 2011, the three year funding strategy was renewed to continue to allocate \$300,000 annually for fiscal years 2012, 2013 and 2014 for funding of health-related public services.

A four year funding strategy was adopted in September 2013 to allocate \$300,000 annually for fiscal years 2015, 2016, 2017 and 2018 for health-related public services. The additional year was to accommodate the two year funding/application cycles adopted in FY 2013. The Telshor Facility Fund currently totals approximately \$30.8M. A new and/or continued funding strategy will need to be adopted in the fall of 2017.

The Health Related Public Services Application and Guide outlines the policies and procedures for the competitive application process. The application and guide is developed based on input

Continue on additional sheets as required)

from the HHSAC, City program staff, non-profit organizations and the general public. It is revised as needed and adopted by City Council.

Staff will provide a presentation that will clearly define what a healthcare public service program is and how it differs from the Community Development Block Grant (CDBG) public service program.

**SUPPORT INFORMATION:**

1. Attachment "A", Health Related Public Services Application and Guide.

**CITY OF LAS CRUCES  
HEALTH-RELATED PUBLIC SERVICES APPLICATION AND GUIDE**

**Submit the Application Packet with the following documents:**

1. One (1) unstapled original application, 3 hole punch paper, two sided
2. Seven (7) unstapled copies of the original application, 3 hole punch paper, two sided
3. One (1) unstapled copy of the required attachments, 3 hole punch paper, two sided
4. Use binder clips only – no staples
5. Hand-deliver the application packet to:  
City Hall, Community Development Dept., Neighborhood Services Section,  
700 North Main Street, Las Cruces, NM 88005  
(Attention: Natalie Green)
6. Application Packet is due on Friday, February 7, 2014 at 4:30 p.m. Late or incomplete applications will not be accepted.

**APPLICATION INFORMATION**

1. Use 12 point font only, single space, half inch margins and limit answers to the space provided. Failure to respond to the questions within the space provided will result in disqualification of your application. All questions must be answered and all forms completed to be eligible for review by staff.
2. The proposed project for Health-Related Public Services funds must provide direct services to low-moderate income clients who qualify under the income guidelines in Appendix A and who reside within the city limits of the City of Las Cruces. Funded agencies are required to verify each client’s residence and income eligibility, when requested by City staff.
3. Applicant must be a governmental entity or have a non-profit status under the Internal Revenue Service 501c3 code at the time of application.
4. Applicants who have previously been awarded Health-Related Public Services funds must demonstrate a project history of successful program and budgetary management.
5. New applicants must demonstrate organizational capacity to implement the proposed project by providing their most recent certified audit or financial review (preferably completed within the past six months) and proof of their U. S. Internal Revenue Service 501c3 application or final determination of their non-profit status.
6. Proposals must contain budgets that are cost effective and appropriate to the program, demonstrate their direct services to low-moderate income clients who reside within the city limits, and provide an evaluation assessment of their program.
7. If the funding request includes salaries or wages, a list including the name of current employee, title, number of hours per week, hourly rate and brief description of duties for each position must be included in the box below. If the position is currently vacant or if a new position, list as vacant and the projected date of employment.
- 8.

<u>Employee Name</u>	<u>Title</u>	<u>Hrs/wk</u>	<u>Rate/Hr</u>	<u>Duties</u>

HEALTH-RELATED PUBLIC SERVICES PROPOSAL ABSTRACT	
Name of Organization:	
Address/City/State/Zip:	
Phone:	Fax:
<b>Primary Contact Information:</b>	<b>Alternative Contact Information:</b>
Project Manager:	Alternative Contact:
Title:	Title:
Phone:	Phone:
Email:	Email:
Fax:	Fax:
Grantwriter Information:	
Name of Grantwriter:	
Phone:	Email:

# years the AGENCY has been funded by Health-Related Public Services funds		# years the PROJECT has been funded by Health-Related Public Services funds	
Amount of HEALTH-RELATED funds requested for the Project	\$	Total Amount of PROJECT budget	\$
Is the PROJECT a previous year continuation?	Yes:	No:	
Number of persons to benefit from Health-Related Public Services funds:			
PROJECT NAME:			
PROJECT SUMMARY: Describe the proposed Project. This summary will be used to describe your project in official City documents and media. (Note: The Project Summary is an abstract or summary of your proposal and should be written after completion of the application.)			

Type of Client Populations to be Served	Number of Clients to be Served (check all that apply)	Primary Project Beneficiary (check only one)
Low/Moderate income clients		
Individuals with Disabilities		
Elderly Individuals (age 62+)		
Homeless		
Children and Youth		
Migrant Workers		
Other _____		
Total:		

History of your organization's **TOTAL ANNUAL REVENUES** for the past three (3) calendar years:  
 2013: \$ \_\_\_\_\_ 2012: \$ \_\_\_\_\_ 2011: \$ \_\_\_\_\_

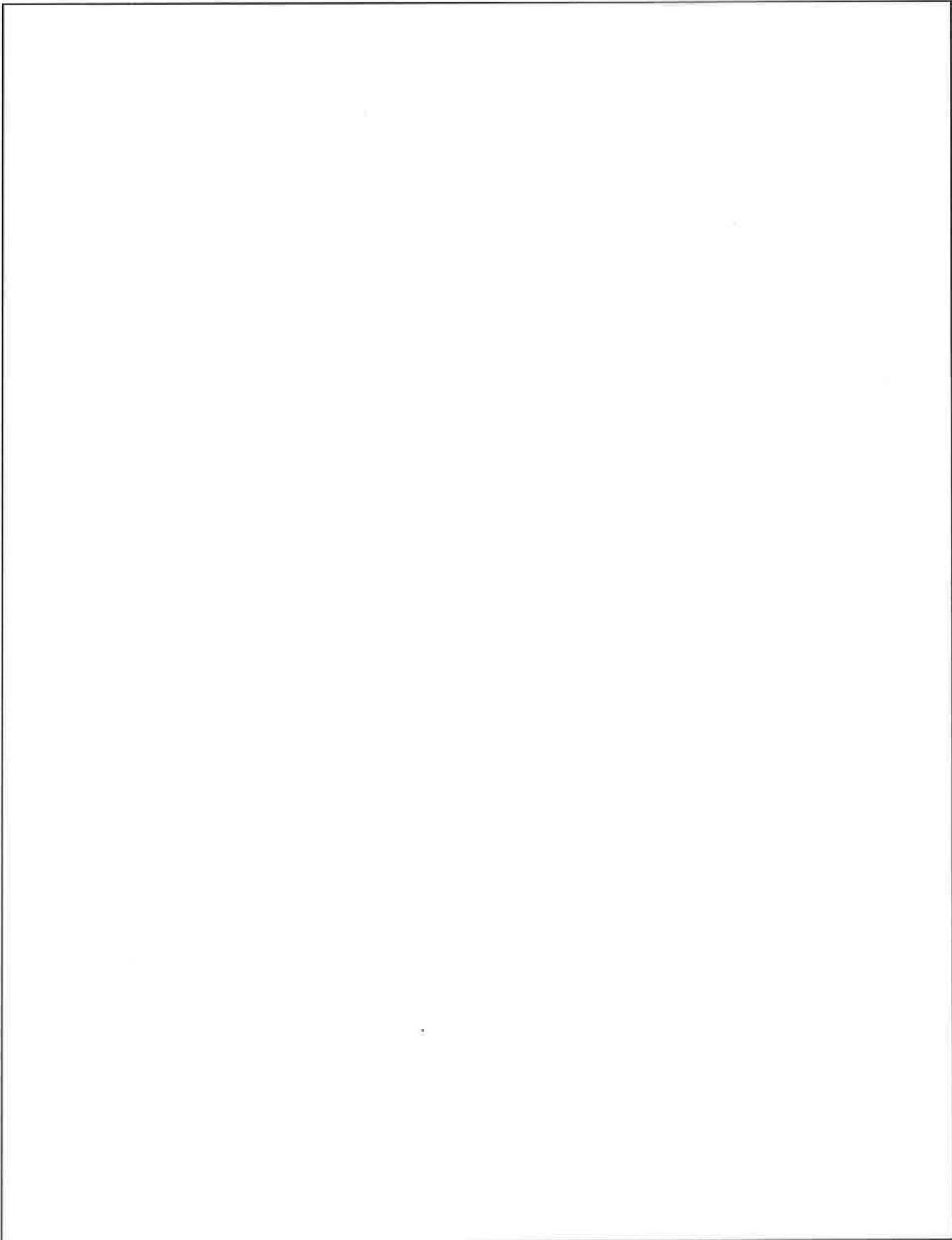
**HEALTH-RELATED PUBLIC SERVICES PROGRAM - APPLICATION**

**Directions: Use 12 point font only, single space, half inch margins and limit answers to the space provided. Failure to respond to the questions within the space provided will result in disqualification of your application. All questions must be answered and all forms completed to be eligible for review by staff.**

**1. Description and Justification of the Proposed Project    Min. Points: 1; Max. Points: 30**

**2) What are the Goals, Objectives and Targeted Dates of Accomplishment of Your Proposed Project?**

**Min. Points: 1; Max. Points: 20**

A large, empty rectangular box with a thin black border, intended for the respondent to write their answer to the question. The box occupies most of the page below the question text.

**3) What is the lifespan of the proposed project? How will this program provide significant long-term benefit to the City of Las Cruces? Min. Points: 1; Max. Points: 5**

**4) What methodology will be used to evaluate the success of the proposed project? What type of data will be collected and how often? If using a client survey or questionnaire for program evaluation, please provide a copy of the form to be used.**

**Min. Points: 1; Max. Points: 15**

5) BUDGET SUMMARY & BUDGET JUSTIFICATION

Min. Points: 1; Max. Points: 30

Part A – Budget Summary

Organization:	
Project:	

**Instructions:** Please complete the budget summary. Indicate the amount of Health-Related Public Service funds needed for each expenditure classification. Also include other funds for the project from federal, state and private sources. Columns A, B, C & D must add up to Column E (Total Budget) needed for the project. A separate Excel worksheet is available to assist you in your calculations, if desired.

EXPENDITURE CLASSIFICATION		A	B	C	D	E
		HEALTH-RELATED FUNDS	FEDERAL FUNDS	STATE FUNDS	PRIVATE FUNDS	TOTAL BUDGET**
610-101	Permanent Position, Full Time					
610-102	Permanent Position, Part Time					
610-103	Temporary Positions					
620-100	Employment Liability Insurance					
620-200	Other Employee Benefits *					
710-100	Office Supplies					
710-110	Operating Supplies					
710-120	Repair & Maintenance Supplies					
710-130	Small Tools					
710-140	Motor Oil and Fuel					
710-210	Library Books and Periodicals					
710-220	Magazines and Periodicals					
710-280	Audio Visual Aids					
720-100	Wearing Apparel					
720-200	Postage and Federal Express					
730-100	City Service (water, waste, etc)					
730-200	Electricity					
730-300	Telephone					
730-400	Utility Services – Other					
740-100	Legal Services					
740-110	Auditing Services					
740-120	Maintenance Agreements					
740-130	Fees or Service Charges					
740-140	Advertising					
740-150	Landscape Maintenance					
740-160	Required Building Repair & Maintenance					
740-170	Auto or Truck Repair					
740-180	Equipment Repair					
740-190	Data Processing					
750-110	Building or Land Rental					
750-120	Vehicle Rental					
750-130	Equipment Rental					
760-100	Liability Insurance					
760-110	Property Insurance					
760-120	Fidelity Insurance					
770-100	Transportation (in-state only)					
770-110	Per Diem (in-state only)					
770-200	Registration Fees					
770-300	Miscellaneous Costs					
770-400	Training and Education					
840-100	Furniture and Fixtures					
840-110	Office Equipment					
840-120	Shop Equipment					
850-100	Automobiles					
850-110	Trucks and Vans					
900-110	Client Housing (rent, utilities, deposit)					
900-120	Client Support (medical, classes)					
<b>TOTAL:</b>		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

\* Other Employee Benefits may include costs of health insurance, workers' compensation, FICA, unemployment insurance

*All funding sources for this proposed project must be listed below:*

Name of Funding Sources for this Project	Amount
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
<b>Total:</b>	<b>\$0.00</b>

**Part B – BUDGET JUSTIFICATION**

Organization:	
Project:	

Briefly and specifically describe each line item listed on Form B in a separate paragraph below (limit to the space provided):

**Salaries (Category 610-620):** Specify all full-time and part-time position(s), hours per week and rate of pay per hour (including salary positions), insurance and other employee benefits.

**Operating Expenses and Postage (Categories 710-720):** Specify the type(s) of expenses and services.

**Utilities (Category 730):** Specify the type of utility and company name(s) if known. If subject to bid, please state "To seek bids" and include a brief summary of the bidding process.

**Services, Repairs, Rentals and Insurance (Categories 740, 750, 760):** Specify the type of utility and company name(s) if known. If subject to bid, please state "To seek bids" and include a brief summary of the bidding process.

**Travel and Training (Category 770):** Allowable travel and training costs are for in-state only. Specify reason for travel, mode of transportation and distance to be traveled. If daily or weekly travel, please indicate as such and provide average mileage with calculations. For training, provide type of training, duration, date(s) of training and location(s).

**Capital Expenditures** (Categories 840-850): Specify what type of item(s) and equipment, including technical specifications if applicable.

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**Client Housing and Support** (Category 900): Specify what type of client housing (rent, utilities, security deposits, etc.) or client support (medications, medical screenings, health care classes, etc.)

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## APPLICATION SUBMISSION CHECKLIST

Required Attachments include:

- Proof of Non-Profit Status – IRS Tax Exemption Determination Letter
- Most Recent Independent Audit or Financial Statement
- List of Current Board Members' names, physical addresses, phone numbers, and email addresses
- Articles of Incorporation and By-Laws
- Statement of General Liability Insurance
- Signed letter from the Board of Directors or designated authorized official requesting Submission of the application
- One (1) page (maximum) Resume of Program Administrator or other program staff
- One (1) page (maximum) Resume of Fiscal Officer
- One (1) page (maximum) Resume(s) of current employees to be funded by the project

**All applications must include the above documents to be considered for processing. Do not submit in spiral covers, binders, folders or plastic covers. Use binder clips only. Remember to submit the application, application copies and required attachments as follows:**

- One (1) unstapled original application, 3 hole punch paper, two sided copy
- Seven (7) unstapled copies of the original application, 3 hole punch paper, two sided copies
- One (1) unstapled copy of the required attachments, 3 hole punch paper, two sided copies
- Use binder clips only
- Hand-deliver the application packet to City of Las Cruces, Community Development Dept., Planning, Neighborhood and Revitalization Services Section, 700 N. Main St., Rm. 1133A, Las Cruces, NM (Attention: Natalie Green)

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**All Applications must be submitted by:**  
**Friday, February 7, 2014, 4:30 p.m.**

Applications submitted after the 4:30pm deadline will not be accepted.

## I. PURPOSE OF THE HEALTH-RELATED PUBLIC SERVICES APPLICATION

The purpose of this document is to define the general procedures for the grant application process to the City of Las Cruces Health-Related Public Services Program. Health-Related Public Services programs are funded by the City of Las Cruces in the amount of \$300,000 per year. The information presented herein should provide guidance so that applications submitted are reflective of the needs and priorities established by the City of Las Cruces.

The City defines "Health Care Programs" that are eligible for Public Services funding as projects that **"support the physical, mental, developmental, emotional or social continued well-being, safety, or improvement to the lives of sick, indigent, or low-income people."** Services that provide animal care, such as spaying and neutering of domestic pets, are not eligible for Health-Related Public Services funding. The program allows for funding of a broad spectrum of public services that prevents or improves a health-related condition of an individual or family of low-to-moderate income. The spectrum of health-related public services includes, but is not limited to social services, homelessness prevention, food and nutrition, health/mental health services.

## II. PROGRAM CONSIDERATIONS

### A. Funding Policies

Organizations interested in submitting proposals should be aware that Health-Related Public Service funds are committed by the City of Las Cruces for two years at a time. Funding priorities are regularly reviewed, and no organization is assured of funding in subsequent years.

Health-Related Public Service funds are limited by City of Las Cruces regulations. The City will make available a \$300,000 allocation for Health-Related public service programs which is the maximum amount authorized under current City resolutions. These programs must represent either a new service or an increased effect in an existing level of service and exclusively serve City residents, the homeless or migrant workers.

***"Incomplete applications will not be considered."***

The Committee uses the applicants' final scores, as determined by the application and presentation, to allocate the recommended funding amount for each grant award. The maximum request for each grant award is \$30,000; the minimum request for each grant award is \$10,000. **(Note: The Minimum and Maximum shall be reviewed and changed annually at the discretion of City staff and the Health and Human Services Advisory Committee.)** Funding recommendations by the Committee may be less than the applicants' maximum or minimum requests, depending on the ranking process and the number of recommended awards. **Any amount requested by the applicant which is more than \$30,000 or less than \$10,000 will be automatically disqualified by City staff at the time of the initial determination of eligibility.** The Committee will make their funding recommendations starting with the top ranked applications.

After completing the initial ranking process and making their final funding recommendations, the Committee will recommend funding the total amount of \$300,000 (or the total amount of funds available in any given year) in the Health-Related Public Services budget for applicants with the highest overall rankings.

Rankings and funding recommendations are then sent to City Council for final decision as a separate Resolution, and as part of the City Annual Budget approval process.

**B. Organizations Eligible To Submit Applications**

Non-profit organizations may submit proposals for Health-Related Public Services. Non-profit entities, to be eligible, must already have an established exemption status and must be able to provide a copy of their most current 501(c)3 designation from the Internal Revenue Service. The City may request additional information or documentation to verify corporate status of agencies applying for or to support application statements. This could include up-to-date licenses for all qualified personnel.

Applications for funding will be accepted from all eligible organizations whether they have previously received Health-Related Public Service grants or not, with no limitation set on the number of years an organization can receive funding. However, organizations that have never received funding before or are not currently funded will be given due consideration in the scoring process to allow new recipients their chance to enhance the lives of low-income and moderate-income areas and/or clients.

For organizations previously funded, failure to perform in a timely manner or meet program requirements may be grounds for not being considered for future funding. This is to encourage timely completion of the previously funded programs and to maximize participation in the Health-Related Public Service Program. Additionally, any findings of noncompliance from a monitoring visit of any program must be resolved by the next application deadline date.

**B. Organizational Capacity**

While the City of Las Cruces seeks creative and innovative projects in its Health-Related Public Services program, our awardees must also demonstrate their organizational capacity to implement such programs. Non-profit entities, to be eligible, must have the organizational capacity to carry out their proposed activities and meet the record keeping and reporting requirements of the Health-Related Public Services Program. Demonstration of organizational capacity includes: (1) A copy of the agency's most recent audit or financial statement (preferably within the past six months); (2) Ability to operate on a reimbursement basis for at least three months, if necessary; and (3) A copy of the agency's current 501c3 letter of determination from the U. S. Internal Revenue Service (IRS).

### **C. Conflict of Interest**

The applicant organization must not have an employee, officer, agent or anyone who represents the agency in any capacity sitting as a member of the Health and Human Services Advisory Committee. Any conflict of interest must be disclosed by each Committee member at the beginning of each public meeting or work session, and is recorded in the meeting minutes for public record. Any application or currently funded organization found to be in violation of the conflict of interest will be barred from applying for Health-Related Public Services funds for a period of two years.

### **D. Final Decisions**

City Council retains final authority to make the final funding determination on all projects. The recommendation from the Health and Human Services Advisory Committee is only a recommendation to help guide the City Council.

Duplication of programs currently addressing the same need within the community may be grounds for disqualification from consideration. Such decisions will be made by the City Council based on a recommendation from the Health and Human Services Advisory Committee.

## **III. CLIENT CITIZENSHIP AND QUALIFIED ALIEN ELIGIBILITY**

Effective July 2008, a program directive was issued stating that all City funded programs, including CDBG and Health-Related Public Service, must provide proper documentation of citizenship or qualified alien eligibility for each client the agency serves. The program directive is in accordance with established federal laws and guidelines to ensure that ineligible clients do not receive public benefits, and that clients with disabilities will not be discriminated against in obtaining the required evidence. A copy of the City's five page program directive will be given to each eligible applicant at the Pre-Application Meeting. Based on the federal guidelines, City staff will determine if the applicant is exempt or non-exempt in meeting the requirements for client citizenship and qualified alien eligibility. If the agency does not meet the necessary requirements, the agency will not be considered for funding.

## **IV. CONTRACTUAL REQUIREMENTS**

Under City regulations, certain requirements must be met in order to negotiate an agreement and disburse funds. These requirements include the following:

- A. Applicants must demonstrate that they are a non-profit agency.
- B. After an application is approved for funding, a contract will be prepared and sent by the City to the person identified by the applicants as the authorized official for signature (See

Appendix C). The contract will specify the amount of the award, the period for which the project is approved, duration dates, and administrative provisions. Contractor recipients will be required to file regular reports on expenditures, progress towards goals, and beneficiaries. Forms for these reports will be provided.

- C. If the application is awarded funding, any deviation from the original proposed project may require review and recommendation from the Neighborhood Services staff, Health and Human Services Advisory Committee and final approval by the City Council.
- D. Contractor recipients will be required to obtain adequate insurance covering worker's compensation, bodily injury, property damage, or automobile liability, depending on the nature of the project. Contractors will be responsible for obtaining any necessary licenses and for complying with applicable federal, state, and municipal laws, codes and regulations.

## V. SUBMISSION REQUIREMENTS - GENERAL

### A. Letter of Intent (LOI)

- 1. Each potential applicant must submit a Letter of Intent (LOI). Publication of the LOI process is posted annually on the City's website at [www.las-cruces.org](http://www.las-cruces.org). The LOI will be mailed to potential applicants and emailed to citywide information and referral websites for maximum distribution.
- 2. **Only one (1) LOI may be submitted by an organization for Health-Related Public Services funding.**
- 3. **CITY STAFF'S REVIEW OF ALL LOI'S IS FOR INITIAL DETERMINATION OF PROGRAM ELIGIBILITY ONLY.** After the initial determination of program eligibility, City staff will email or send an application for Health-Related Public Service funding to the eligible applicant agency.

### B. Applications

- 1. The Health and Human Services Advisory Committee and City staff reviews the Health-Related Public Services applications.
- 2. **Only one (1) application may be submitted by an organization for Health-Related Public Services funding.**
- 3. Applications may be either hand-delivered or mailed. In either case, the **UNSTAPLED original application (with required attachments)** must be received in the Neighborhood Services Office **no later than 4:30 p.m. on February 7, 2014.** **(Note: the application deadline date shall be changed for each calendar year at the discretion of staff and the Health and Human Services Advisory Committee.)** Submit **one (1) original application only, with required attachments, to:**

Community Development Department – Neighborhood Services Section  
City of Las Cruces  
Physical: City Hall, 700 N. Main Street, Las Cruces, NM  
Mailing: P.O. Box 20000, Las Cruces, NM 88004  
Attn: Natalie Green

4. An applicant may submit an amended application before the closing time and date stated above. Such amended applications must be complete replacements from the previously submitted application and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble application materials.
5. **Applications received after the deadline of February 7, 2014, 4:30 p.m. will not be considered for funding.**
6. Incomplete applications may be rejected by the City of Las Cruces staff or the Health and Human Services Advisory Committee. The City of Las Cruces and the Committee reserve the right to deny all applications that do not meet the minimum requirements of the application process or other City regulations.
7. **Applicants must forward only the documents and attachments required by the application, the City of Las Cruces staff and the Health and Human Services Advisory Committee. All other documents and attachments will be refused and may result in disqualification of the application.**
8. Joint applications are allowed when two or more eligible organizations wish to address a common problem. One organization will be designated to serve as the lead applicant, will be the recipient of the funds, and will be subject to the administrative requirements. Joint applications must be accompanied by a letter of agreement, from all of the organizations stating their intention to cooperate on the project. Authorized individuals from each organization must sign the letter of agreement.
9. Contractors and other business associations to be used by the applicant in performance of the scope of work shall be identified with specificity in the application.

## **VI. STEPS TO THE SELECTION AND EVALUATION PROCESS**

- Step 1** Applicants must complete the Letter of Intent process as outlined in Section V.A.
- Step 2** Applicants must complete the application and submit the application by the deadline. (See application checklist on page 9).
- Step 3** Staff reviews applications for eligibility determination and full submittal requirements.
- Step 4** Staff provides a notice of eligibility to all applicants.

- Step 5** Eligible applicant organizations are strongly urged to have the CEO or Executive Director, Grantwriter and Fiscal Manager attend the mandatory Pre-Application Meeting. A delegated employee, in lieu of one of these three officers, may be the designee. Attendance of these three agency representatives ensures program coordination between the applicant and the City, and provides a mutual understanding of project implementation between the two parties.
- Step 6** Copies of all eligible applications are submitted by City staff to the Health and Human Services Advisory Committee.
- Step 7** Committee members read all eligible applications and individually score all applications. The maximum number of points allowed for each application is 100, and the minimum number of points is 10. Committee members may not score more than a maximum of 100 points nor score less than the minimum number of points of 10 for each eligible application.
- Step 8** City staff will provide the Committee with a brief update on the performance of current applicants who were previously awarded Health-Related Public Services funding. The update will include general information about the applicant's overall grant performance such as the timeliness of monthly invoice submissions, ability to expend project funds, and general capacity to meet program requirements.
- Step 9** City staff will make an initial determination of each applicant's eligibility to apply for funding based on the information submitted and after review of the application. If the Committee disagrees with the determination made by the applicant or City staff, the Committee has the option to hold a public hearing make their own determinations of the eligibility of each application submitted.
- Step 10** The Committee will hold a public hearing to listen to presentations from all of the eligible applicants. The Committee members may add additional points to the original application score (up to a maximum of 100 points) if the applicant's presentation meets the expected criteria as described in Steps 11 and 12. The Committee members may also deduct points from the original score (down to a minimum of 10 points) previously given if the applicant's presentation does not meet the expected criteria as described in Steps 11 and 12.
- Step 11** Applicants must arrive on time and be present at the beginning of the HHSAC public hearing, regardless of the scheduled time slot for their presentation.
- Step 12** Applicants will make a presentation of their proposal to the Committee. Presentations by the applicant organizations are limited to three (3) to five (5) minutes, and a one (1) minute response by the Presenter to each Committee member's question. Each Committee member is allowed only one (1) question of each Presenter. If possible, the grant-writer should make the presentation since s/he is likely the most informed about the proposed project. If the grant-

writer is unable to make the presentation, the presenter must be informed about the details of the application, including budgetary and programmatic issues. Only one (1) presenter is allowed for the presentation. Presentations about the proposed projects should be clear, concise, informative and accurate. Presenters should not bring their clients to the presentation. No brochures, posters, or Powerpoint presentations are allowed at the presentation to the Committee.

**Step 13** The Committee members submit completed score sheets to staff for tabulation at the public hearing after all presentations.

**Step 14** Staff tabulates the totals for each application.

**Step 15** The tabulations are then presented to the Committee in public hearing, which are the final rankings.

**Step 16** After tabulation of the totals for each application, the median score is determined.

**Step 17** The Committee uses the applicants' final scores, as determined by the application and presentation, to allocate the recommended funding amount for each grant award. After completion of the entire funding allocation process, the Committee will recommend funding the total amount of \$300,000 (or the total amount of funds available in any given year) in the Health-Related Public Services budget for applicants with the highest overall rankings.

**Step 18** Rankings and funding recommendations are then sent to City Council for final decision as a separate Resolution, and as part of the City Annual Budget approval process.

**ADDENDUM:  
YEAR TWO FUNDING CYCLE – HEALTH-RELATED PUBLIC SERVICES**

The Health and Human Services Advisory Committee has recommended a two (2) year funding cycle for Health-Related Public Services Contractors. The two year funding cycle is currently being utilized as a monitoring tool in our federally funded Community Development Block Grant (CDBG) Public Services grant program. The two year funding cycle is utilized in many nationwide public services programs to provide responsive, cost-effective, quality public services with the private, non-profit sector, and assist Contractors with greater fiscal and programmatic stability. Receipt of Year Two funding by Health-Related Public Services Contractors is not an automatic process, and is dependent upon satisfactory program performance during Year One.

Funding Level for Year Two

Health-Related Public Service funds for both Year One and Year Two are limited by City policies. The City will make available \$300,000 annually for public service programs. This is the maximum amount authorized under current City policy. The programs for Year Two must represent a justifiable increase or decrease in an existing level of service and exclusively serve low-moderate income clients residing within the limits of the City of Las Cruces.

Eligibility Determination for Year Two Funding

During the third quarter of Year One funding cycle as part of the next year's Action Plan, the Health-Related Public Services Contractor will receive notification from City staff advising them if they are eligible to receive the second year of funding. City staff makes the determination of the Contractor's eligibility for Year Two funding based on the following documentation provided by each party:

Sub-recipient: CONTRACTOR

- 1) Correct and timely monthly invoices submitted to-date for payment; and
- 2) A satisfactory current, end-of-year audit or financial statement conducted by an independent Certified Public Accountant.

City Staff:

- 1) A satisfactory Monitoring Review conducted during the 6<sup>th</sup> or 7<sup>th</sup> month of Year One by the Neighborhood Programs Specialist, or other staff assigned;
- 2) A one page statement of Year One to-date performance assessment by the Neighborhood Programs Specialist or other assigned staff that includes, but is not limited to:
  - a. Any unresolved program defaults,
  - b. Any unresolved conflict of interest issues,
  - c. Ability to adhere to written directives from City staff (i.e. citizenship/ qualified alien status, timeliness of monthly invoices, responses to emails/phone calls from City staff, etc.),
  - d. Timeliness of monthly invoices,
  - e. Quality of client data collection methods and record keeping,
  - f. Ability to expend project funds in a timely and reasonable way, and
  - g. Ability to meet the contractual expectations and deliverables as described in the Purchased Services Agreement.

Based on the above documentation meeting satisfactory standards, City staff will make the determination if the Year One Contractor is considered eligible to receive Year Two funding. The

Contractor will receive a written notification of denial or continued eligibility to apply for Year Two funding. The written notification will clearly state the reason for denial or continued eligibility. The Health and Human Services Advisory Committee will receive a copy of the written notification along with City staff's recommendation for a denial or continued funding for Year Two.

#### Application Process for Year Two

Contractors who are determined eligible to apply for Year Two funding will complete an abbreviated application which is submitted to City staff and the Health and Human Services Advisory Committee. Information on the Year Two abbreviated application will include:

- Primary and alternative contact information,
- How the program's goals and objectives were met to-date in Year One,
- Changes in client populations to be served, if any,
- How low/moderate income persons will continue to benefit from the program,
- A new budget summary and justification, and
- Attachments that include updates (of) to the Board of Directors list, proof of liability insurance, conflict of interest form for staff and Board, etc.

City staff makes the initial determination of the organization's eligibility for continued funding based on the above Year Two funding request. The funding request is returned to the applicant if further clarification or additional information is needed. All eligible applications are reviewed by the Health and Human Services Advisory Committee (HHSAC). The HHSAC reviews the requests, and holds a public meeting to recommend the funding level for each continued project based on the overall amount of CDBG Public Services funding available.

#### Funding Recommendations for Year Two

Recommended funding for Year Two will be proportionate to the amount of funds that the Sub-recipient received in Year One. For example, Homeless Advocates Inc., a non-profit organization, was awarded \$30,000, or 10% of the entire Year One of Health-Related Public Services funding of \$300,000. Homeless Advocates Inc. has been recommended for funding for Year Two by City staff and the Health and Human Services Advisory Committee. The amount of funds for Year Two increased from \$300,000 to \$500,000 due to an unexpected windfall profits tax for statewide municipalities. Thus, Homeless Advocates Inc.'s recommended funding award will be \$50,000, or 10% of the entire Year Two Health-Related Public Services funding of \$500,000.

City staff prepares a Council Action Executive Summary (CAES) & Resolution for the Annual Action Plan to City Council that includes information about all Health-Related Public Services projects that are eligible for Year Two funding cycle, the HHSAC recommended funding for each program, and authorization to execute the second year's Purchased Services Agreement to be signed by the City Manager and City Attorney.

#### Program Implementation for Year Two

If City Council approves the CAES & Resolution, then Health-Related Public Services programs for Year Two become part of the City's annual budget. (If City Council tables the CAES & Resolution, or does not approve the CAES & Resolution, Year Two of the funding cycle will be delayed until the issues are resolved.)

After the funding recommendations are approved by City Council, the outcome of Council's decision is sent to the Health and Human Services Advisory Committee and the Health-Related Public Services Contractors.

Effective July 1<sup>st</sup> of the second year, the Contractor implements their program for Year Two. City staff tracks Year Two program progress on a regular basis via monthly reports, annual reports, and monitoring reviews, as needed. City staff shares Year Two program progress with the Health and Humans Services Advisory Committee on a regular basis at public meetings and work sessions, and provides information to City Council upon request.

**APPENDIX A**

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**LOW INCOME VERIFICATION**

**HUD INCOME GUIDELINES  
LAS CRUCES MSA INCOME LIMITS  
Income Levels by Family Size**

**EFFECTIVE DATE, December 11, 2012**

**MEDIAN FAMILY INCOME (MFI): \$45,000**

FAMILY SIZE * # OF PERSONS	EXTREMELY LOW INCOME (30% of Median)	VERY LOW INCOME (50% of Median)	LOW INCOME (80% of Median)	MODERAT E INCOME (100% of Median)
1	\$9,900	\$16,450	\$26,350	\$31,500
2	\$11,300	\$ 18,800	\$30,100	\$36,000
3	\$12,700	\$ 21,150	\$33,850	\$40,500
4	\$14,100	\$ 23,500	\$37,600	\$45,000
5	\$15,250	\$ 25,400	\$40,650	\$48,600
6	\$16,400	\$ 27,300	\$43,650	\$52,200
7	\$17,500	\$ 29,150	\$46,650	\$55,800
8	\$18,650	\$ 31,050	\$49,650	\$59,400

Source: The US Department of Housing and Urban Development (HUD) Office of Policy Development and Research (PD&R), FY 2014 Income limits from website at <http://www.huduser.org/portal/datasets/il.html>

Income limits for families with more than eight-persons, 8% of the four person base should be added to the either person income limit.

Income limits are rounded to the nearest \$50. For simplicity, this is optional for income limits for nine-plus person families.

## **APPENDIX B**

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### **RANKING CRITERIA (SAMPLE SCORE SHEET)**

**Ranking Criteria for Health-Related Public Services Funding  
For Completion by Health and Human Services Advisory Committee**

**SCORE SHEET**

**Health-Related Public Services Application**

Organization Name: \_\_\_\_\_

**1) What are the Description and Justification of the Proposed Project:**

Application: Minimum Points: 1; Maximum Points: 30 \_\_\_\_\_  
Presentation: Adjusted Points for Presentation \_\_\_\_\_  
Total Points for Application and Presentation (Max. 30) \_\_\_\_\_

**2) What are the Goals, Objectives and Targeted Dates of Accomplishment of the Proposed Project:**

Application: Minimum Points: 1; Maximum Points: 20 \_\_\_\_\_  
Presentation: Adjusted Points for Presentation \_\_\_\_\_  
Total Points for Application and Presentation (Max. 20) \_\_\_\_\_

**3) What is the lifespan of the proposed project? How will this program provide significant long-term benefit to the City of Las Cruces?**

Application: Minimum Points: 1; Maximum Points: 5 \_\_\_\_\_  
Presentation: Adjusted Points for Presentation \_\_\_\_\_  
Total Points for Application and Presentation (Max. 5) \_\_\_\_\_

**4) What methodology will be used to evaluate the success of the proposed project? What type of data will be collected and how often? If using a client survey or questionnaire for program evaluation, please provide a copy of the form to be used.**

Application: Minimum Points: 1; Maximum Points: 15 \_\_\_\_\_  
Presentation: Adjusted Points for Presentation \_\_\_\_\_  
Total Points for Application and Presentation (Max. 15) \_\_\_\_\_

**5) Budget Summary and Budget Justification:**

Application: Minimum Points: 1; Maximum Points: 30 \_\_\_\_\_  
Presentation: Adjusted Points for Presentation \_\_\_\_\_  
Total Points for Application and Presentation (Max. 30) \_\_\_\_\_

**TOTAL POINTS (Max. 100): \_\_\_\_\_**

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

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

**APPENDIX C**

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**SAMPLE PURCHASED SERVICES AGREEMENT**



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this date, \_\_\_\_\_ 2014, by and between the City of Las Cruces, New Mexico, hereinafter called "City" and Company Name \_\_\_\_\_, of Street Address, City, Town, State, Zip Code, \_\_\_\_\_, hereinafter called "Contractor" for a term of \_\_\_\_\_ days.

### SCOPE OF WORK:

#### 1. PROJECT DESCRIPTION

#### 2. SCOPE OF SERVICES

CONTRACTOR shall render in a satisfactory and proper manner the SERVICES set forth in Contract Exhibit A, attached hereto and made a part of this Agreement.

#### 3. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement not to exceed an amount of \$ \_\_\_\_\_, excluding NMGRT.

CONTRACTOR will pay the State of New Mexico the Gross Receipts Tax levied on the amounts payable under this contract.

CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

#### 4. CHANGES AND EXTRA SERVICES

The CITY may make changes within the general scope of this Agreement. If CONTRACTOR is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify the CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONTRACTOR may initiate such notification upon identifying a condition, which may change the SERVICES agreed to on the effective date of this Agreement.

That party of the other party's written notification of a proposed change must provide any such notification within five (5) days from the date of receipt. In the event that the parties hereto as to a particular change cannot reach agreement, the issue shall be resolved pursuant to Article 17.

The CITY may request CONTRACTOR to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and CONTRACTOR shall perform such extra services and will be compensated for such extra services when they are reduced to writing, mutually agreed to, and signed by the parties hereto amending this Agreement accordingly.

The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment.

#### 5. SCHEDULE

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and Contractor in Exhibit B. CONTRACTOR will initiate services following City Council acceptance of the proposal and with approval of Project Manager.

#### 6. DELAYS

CONTRACTOR shall perform its SERVICES with due diligence upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES shall be equitably adjusted by written amendment to reflect the extent of such delay. CONTRACTOR shall provide the CITY with written notice of delay, including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

#### 7. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY's prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR contained shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

#### 8. SCOPE OF AGREEMENT

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

#### 9. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. CONTRACTOR, consistent with its status as an independent Contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR's retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and

(ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Contract.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

#### 10. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of such projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

#### 11. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense to protect itself from claims as follows:

- a. Professional Liability: \$1,000,000 per claim
- b. Must be Occurrence form coverage

#### 12. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

#### 13. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

#### 14. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by both parties to this Agreement.

#### 15. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

#### 16. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR's breach and recover any and all costs and expenses in so doing from CONTRACTOR.

#### 17. DISPUTE RESOLUTION

In the event that a dispute arises between City and Contractor under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

#### 18. ASSIGNMENT.

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

#### 19. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY's right to recover excessive or illegal payments.

#### 20. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

21. APPLICABLE LAW

CONTRACTOR shall abide and be governed by all applicable state law, City ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces  
PO Box 20000  
Las Cruces, NM 88004  
ATTENTION: \_\_\_\_\_

With Copies to: City Attorney  
Purchasing Manager

TO CONTRACTOR: *Company Name*  
*Address and Street*  
*City, State and Zip*

ATTENTION:

\_\_\_\_\_ Company

THE CITY OF LAS CRUCES

By: \_\_\_\_\_  
Principal Officer

By: \_\_\_\_\_  
Purchasing Manager

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **Health & Human Services Funding Levels**



**City of Las Cruces**<sup>®</sup>  
PEOPLE HELPING PEOPLE

**ASSISTANT CITY MANAGER / CHIEF ADMINISTRATIVE OFFICER**

**TO:** Robert Garza, City Manager  
**FROM:** Mark Winson, ACM/CAO *MW*  
**SUBJECT:** Health Services Fund WS presentation 8/26/13  
**DATE:** August 21, 2013

An update is being provided by staff on the Health Care Public Service Program and the status of Fund 2705 – Telshor Facility as it relates to funding the Health Services Fund.

cc: Brian Denmark, ACM/COO



**City of Las Cruces**

**Community Development**

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To: Robert Garza, City Manager  
From: <sup>WJ</sup>Natalie Green, Neighborhood Programs Specialist  
Subject: Health Related Public Service Program  
Date: August 20, 2013 File No.: M-13-210

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At the August 26, 2013 City Council Work Session, staff will be presenting a general overview of the City's Health Related Public Service program. The presentation will briefly review the current competitive application process and discuss the potential for renewal of the program. The Health Related Public Service program expires after FY2014 and is subject to renewal.

cc: Brian Denmark, Assistant City Manager/COO <sup>BD</sup>  
David Weir, Community Development Director <sup>DW</sup>  
Vincent Banegas, Community Development Deputy Director  
Vera Zamora, Acting Senior Planner <sup>VZ</sup>