City of Las Cruces®
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 13 **Ordinance/Resolution#** 16-023

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of August 3, 2015 (Adoption Date)

Please check box that applies to this item:

☐ QUASI JUDICIAL ☐ LEGISLATIVE ☒ ADMINISTRATIVE

TITLE: A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF $761,352.00 WITH A LOCAL CONTRIBUTION OF $839,514.00 FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD) NON-METRO AREA AGENCY ON AGING (NMAAA) TO PROVIDE CORE SERVICES TO ELIGIBLE SENIOR CLIENTS, TO RATIFY THE CITY MANAGER'S SIGNATURES ON THE AGREEMENTS, AND TO ADJUST THE CITY'S ADOPTED FY2016 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant, ratify City Manager's signature, and adjust budget.

COUNCIL DISTRICT: ALL		
Drafter/Staff Contact: Elizabeth Vega	**Department/Section:** Community and Cultural Services/Senior Programs	**Phone:** 575-528-3001
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

For FY2016, the City of Las Cruces Senior Programs section submitted a proposal to the North Central New Mexico Economic Development District (NCNMEDD), Non-Metro Area Agency on Aging (NMAAA) for the delivery of services to persons qualifying under the Federal Older Americans Act.

NMAAA notified the City of Las Cruces that the Direct Purchase of Services Vendor Agreement would contain a federal allocation of $212,793.00 and a state allocation of $353,828.00 for a total of $566,621.00 for FY2016. Additionally, the federally-funded Nutrition Services Incentive Program Agreement, which supplements the City's budget for congregate and home-delivered meal service, would provide funding in the amount of $194,731.00 for FY2016. Between the three grant awards, the City of Las Cruces is scheduled to receive a total of $761,352.00. The City of Las Cruces is committed to providing a range of services through these two grant agreements targeting the needs of older individuals with the greatest economic and social needs. A local contribution funding of $839,514.00 has already been set aside in the Senior Programs FY2016 budget. No additional match funds are being requested at this time.

(Continue on additional sheets as required)

The attached budget adjustment is needed to reflect the actual amounts allocated in the grant award, though most budget expenditures were anticipated by Senior Programs during the City's budget development process earlier this year.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", NCNMEDD, NMAAA Vendor Agreement Contract No. 2015-16-64014.
3. Exhibit "B", NCNMEDD, NMAAA Nutrition Service Incentive Program Agreement Contract No. 2015-16-64014.
4. Exhibit "C", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?			
	Yes	☐	See fund summary below
	No	☒	If No, then check one below:
	Budget Adjustment Attached	☐	Expense reallocated from: _____
		☒	Proposed funding is from a new revenue source (i.e. grant; see details below)
		☐	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?			
	Yes	☒	Funds will be deposited into this fund: 2171 and 2172 in the amount of $566,621.00 and $194,731.00 for FY2016.
	No	☐	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund #2171 (Older Americans Act) and Fund #2172 (Cash-in-Lieu of Commodities), under project number 3616(A, B & D), to be used by Senior Services to provide program services. A budget adjustment is necessary because projected budget numbers do not match the actual award. The three line items listed below need to be adjusted in order to align with the grant agreements. All other expenditure line items are correct as previously budgeted for FY2016 during the City's budget development process earlier this year.

Senior Programs expects to expend all funds in this fiscal year, as they have done in past fiscal years. These, however, are just projected expenditures and any additional budget adjustments will be handled appropriately through the governing body.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Older Americans Act Fund	21205160-730610-3616A	$116,301.00	$116,301.00*	$0.00	N/A
Older Americans Act Fund	21205160-730610-3616B	$167,724.00	$167,724.00*	$0.00	N/A
Older Americans Act Fund	21205160-730110-3616D	$3,996.00	$3,996.00*	$0.00	N/A

* pending adjustment

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept grant funds from the NCNMEDD, NMAAA in the amount of $761,352.00.
2. Vote "No"; and the funds will be returned to NCNMEDD, NMAAA, severely impacting services to the public provided by Senior Programs.
3. Vote to "Amend"; the grant agreement will have to be re-drafted and re-signed which will delay Senior Programs from receiving the necessary funds.
4. Vote to "Table"; the funds need to be accepted as soon as possible to begin drawing down funds.

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 16-023

A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF $761,352.00 WITH A LOCAL CONTRIBUTION OF $839,514.00 FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD) NON-METRO AREA AGENCY ON AGING (NMAAA) TO PROVIDE CORE SERVICES TO ELIGIBLE SENIOR CLIENTS, TO RATIFY THE CITY MANAGER'S SIGNATURES ON THE AGREEMENTS, AND TO ADJUST THE CITY'S ADOPTED FY2016 BUDGET.

The City Council is informed that:

WHEREAS, for FY 2016, the City of Las Cruces submitted a proposal to the North Central New Mexico Economic Development District (NCNMEDD), Non-Metro Area Agency on Aging (NMAAA) for the delivery of services to persons qualifying under the Federal Older Americans Act; and

WHEREAS, the NMAAA notified the City that the federal and state allocation for FY2016 would total $761,352.00 as reflected in agreements in Exhibit "A" and Exhibit "B"; and

WHEREAS, a local contribution match of $839,514.00 that has already been set aside in the FY2016 Senior Programs budget with no additional match funds being requested at this time; and

WHEREAS, a budget adjustment to the City's FY2016 budget is needed to reflect the grant award because the awarded amount slightly differs from what was estimated in the City's FY2016 budget.

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

(I)

THAT the City of Las Cruces is authorized to accept a grant award from the NMAAA for FY2016 in the amount of $761,352.00, as shown in Exhibits "A" and "B", attached hereto and made part of this Resolution.

(II)

THAT the City Council does ratify the City Manager's signatures on the grant agreements and also designates the City Manager as the signatory authority on behalf of the City of Las Cruces on any other official documents from NMAAA concerning these agreements, as required by NMAAA regulations.

(III)

THAT the FY2016 adopted budget is hereby adjusted as reflected in Exhibit "C", attached hereto and made a part of this Resolution.

(IV)

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

DONE AND APPROVED this _____ day of _____, 20___.

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

VOTE:
Councillor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by _____

Seconded by _____

APPROVED AS TO FORM:

_____
City Attorney

Contract No. 2015-16 64014

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

DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT

City of Las Cruces, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District's (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2015, 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, 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 service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:
Congregate Meals
Home Delivered Meals
Homemaker/Housekeeping
Adult Day Care
Respite
Transportation
Assisted Transportation
IIID Evidenced-Based
- EB-EnhanceFitness
- EB- Manage Your Chronic Disease (My CD)
- EB-A Matter of Balance

Chore Services
Case Management
Other Health Promotion Activities (Non IIID)
- Health Education/Training
- Health Screening
- Health Physical Fitness/Exercise

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 five (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 to sustain independent living in a safe and healthful environment five (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.

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

Other Health Promotion Activities (Non IIID)– 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.

Health Education/Training – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

Health Screening – Pre-nursing home admission screening and/or routine health screening.

Physical Fitness/Exercise – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

Title IIID Evidence Based – US Congressional Authorizing Legislation: Section 361 of the Older Americans Act (OAA) of 1965, as amended, now requires that Title IIID funds will only be able to be used on health promotion programs that meet the highest level criteria.

Highest-level Criteria – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

Or

Existing evidence-based programs currently offered in New Mexico include:

EnhanceFitness- a low-cost, evidence based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.

A Matter of Balance- View falls as controllable, set goals for increasing activity, make changes to reduce fall risk at home, exercise to increase strength

Manage Your Chronic Disease (My CD)- Designed to help people gain self-confidence in their ability to manage the symptoms of their chronic disease and how it affects their lives.

Tomando Control de su Salud (Spanish-language Manage Your Chronic Disease)

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

Case Management - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

IIIE Family Caregiver Support Program - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

Information Services - Information about available services (e.g. public education, participation at health fairs, etc);

Access Assistance - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

Counseling - 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);

Respite Care - Enable caregivers to be temporarily relieved from their care-giving responsibilities. See above for complete definition.

Supplemental Services – Services provided 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.

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal

Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
IIID Evidence Based	
EnhanceFitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Health Promotion (Non-IIID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
IIIE Access Assistance	One Contact
IIIE Counseling	One Session per Participant
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

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 **$566,621**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **$34,283** from Title III-B of the OAA;

2. **$117,780** from Title III-C1 of the OAA;

3. **$25,227** from Title III-C2 of the OAA;

4. **$0** from Title III-D of the OAA;

5. **$35,503** from Title III-E of the OAA; and

6. **$353,828** 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	$ 7.32745	$ 2.53871	84800	1950
Home Delivered Meals	$ 3.94265	$ 1.30733	185100	700
Transportation	$	$		
Assisted Transportation	$	$		
Case Management	$	$		
Adult Day Care	$	$		
Respite	$	$		
Chore Services	$	$		
Homemaker/Housekeeping	$ 39.30643	$ 10.70881	4200	135
Health Education/Training	$	$		
Physical Fitness/Exercise	$	$		
Health Screening	$	$		
Home Safety	$	$		
Medication Management	$	$		
EB-EnhanceFitness	$	$		
EB-My CD	$	$		
EB-A Matter of Balance	$	$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	$	$		
CG – Respite Care	$ 16.59900	$ 15.59375	4000	28
CG - Supplemental	$	$		
CG - Assistance	$	$		
CG - Information	$	$		
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	$	$		
CG – Respite Care	$ 200.00000	$ 100.00000	20	10
CG - Assistance	$	$		

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 from the Aging and Long Term Services Department. 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. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. **TERMS OF AGREEMENT.**

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

A. The Vendor shall:

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 individuals, older individuals residing in rural and frontier areas, individuals with disabilities, and individuals with a limited English proficiency, in accordance with the OAA as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the Agency by the close of business on the second (2^{nd}) day of each month following the last day of the month in which services were provided. If the second (2^{nd}) day falls on a weekend or Agency holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely, complete, detailed 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 shall be properly safeguarded and accurately accounted for as receipts and expenditures on the vendors financial reports, if they are not required to be forwarded to the Agency. Client contributions (program income) will be reported fully, as required, to the Agency. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide Letter(s) of Commitment from local City or County governments to the Agency committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. 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. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
    c. All services shall be budgeted for separately on financials (i.e. congregate, home delivered, transportation, homemaker, etc.)
    d. All revenues shall be separated on financial reports per individual service(s).
    e. Vendor shall ensure that adequate resources are available and managing of budget and units is a priority to ensure stability of the vendor's operations.
10. 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.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.

12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.
13. Submit an action plan to address unforeseen circumstances when service delivery is threatened. This is due no later than the end of the first quarter.
14. Inform NCNMEDD, Non Metro AAA Santa Fe Office of substantial decrease/increase in services as soon as possible.

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility
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 if applicable.
7. Consider re-negotiation of cost of services at the discretion of NCNMEDD, Non – Metro AAA. Programs MUST manage their budgets and on-going re-negotiations will not be considered. NCNMEDD, Non –Metro AAA will make necessary amendments to budgets at the end of the second quarter.
8. Employ a full-time manager and financial individual to oversee funds contracted through NCNMEDD 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 deadlines 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*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*
The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2015 through June 30, 2016. The audit report 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 equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grants into one set. 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 IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency 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 expending less than $500,000 in combined federal awards shall 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 Agency 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 vendors expending between $25,000 in federal and state funds combined and 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 Agency 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 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 Agency, 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 release 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 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. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws, rules, 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, 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, Vendor 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: rules, regulations, policies and procedures established by the 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, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.* 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, 2015 and terminate on June 30, 2016, unless terminated pursuant to Paragraph 5, 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 6, 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 may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, 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 proof of 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 deem 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, at 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, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, 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 reportable for tax purposes.

9. ASSIGNMENT.

The Vendor shall not assign or transfer any interest in this Agreement, 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 from the Agency, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any 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 laws 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 Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

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 Vendor hereby agree 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 Vendor and the Vendor hereby agrees to be bound by said resolution.
5. Failure of the Vendor 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. PARTICIPANT GRIEVANCE.

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. 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. Full Time Program Director
2. Full Time Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

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 expressed 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: Jenny Martinez
3900 Paseo del Sol
Santa Fe, NM 87507

VENDOR:
CITY OF LAS CRUCES
Attn: Sonia Saldana
PO 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, workers' 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 workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, 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.

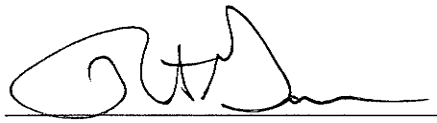
29. AUTHORITY.
The individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2015.

City of Las Cruces

Legal Name of Vendor



Signature

Robert L. Garza, P.E., City Manager

Printed/Typed Name of Signatory

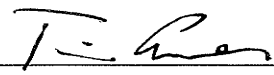
6-22-15

Date

NCNMEDD

Non-Metro Area Agency on Aging

Name of Area Agency on Aging



Signature

Tim Armer, Executive Director

Printed/Typed Name of Signatory

5/21/15

Date

Page 1

TITLE III

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

GRANTEE: City of Las Cruces ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 7/1/2015 TO: 6/30/2016		Grant/Action New/Cont: X Revision: BAR: Other:	NGA DATE
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising-Foundations	PROJ. INC.	TOTAL
Title IIIB 93.044	Access	$ -	$ -	$ -	$ -	$ -	$ -
	In-Home	$ 34,283	$ 10,694	$ 118,610	$ -	$ 1,500	$ 165,087
	Community All Other	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ 34,283	$ 10,694	$ 118,610	$ -	$ 1,500	$ 165,087
Title IIIC1 93.045	Meal Costs	$ 117,780	$ 97,503	$ 305,085	$ -	$ 101,000	$ 621,368
	Sub Total	$ 117,780	$ 97,503	$ 305,085	$ -	$ 101,000	$ 621,368
Title IIIC2 93.045	Meal Costs	$ 25,227	$ 216,759	$ 409,798	$ -	$ 78,000	$ 729,784
	SubTotal	$ 25,227	$ 216,759	$ 409,798	$ -	$ 78,000	$ 729,784
Title IIID 93.043	Evidence Based	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
Title IIIE 93.052	Care Giver Support	$ 35,503	$ 28,872	$ 6,021	$ -	$ -	$ 70,396
	Sub Total	$ 35,503	$ 28,872	$ 6,021	$ -	$ -	$ 70,396
DEMONSTRATION GRANT ALZHEIMER	Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
ALL STATE OTHER		$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
SUB TOTALS	Title IIIB 93.044	$ 34,283	$ 10,694	$ 118,610	$ -	$ 1,500	$ 165,087
	Title IIIC1 93.045	$ 117,780	$ 97,503	$ 305,085	$ -	$ 101,000	$ 621,368
	Title IIIC2 93.045	$ 25,227	$ 216,759	$ 409,798	$ -	$ 78,000	$ 729,784
	Title IIID 93.043	$ -	$ -	$ -	$ -	$ -	$ -
	Title IIIE 93.052	$ 35,503	$ 28,872	$ 6,021	$ -	$ -	$ 70,396
	Alzheimer Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
	All State Other	$ -	$ -	$ -	$ -	$ -	$ -
	GRAND TOTAL	$ 212,793	$ 353,828	$ 839,514	$ -	$ 180,500	$ 1,586,635

COMPUTATION OF GRANT		
1.EstimatedTotal Cost.....	$	1,586,635
2.LESS Anticipated Proj. Inc.	$	180,500
3.Estimated Net Cost.....	$	1,406,135
4.Non-federal and Non-state Share of Net Cost.....		
5.Proj. Inc. (Used as Match).....	$	180,500
6.Federal Share of Net Cost.....	$	212,793
7.State Share of Net Cost....	$	353,828

8.Federal/State Shares will be comprised of:

a.Federal/State grant unearned in previous project year(s)	FY 20 __	Federal State		
b. Carry Over	FY 20 ___	Federal State		
c. New Obligational Authority Herein Awarded	FY-	Federal State	$ $	212,793 353,828

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. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD 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 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.
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 Agency.
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 this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency 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.
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.
9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
	Date: 6-22-15
5/21/15	Date:
Tim Armer Executive Director — Date	

APPROVED AS TO FORM:

City Attorney

Assurances

Listing of Area Plan Assurances and Required Activities Older Americans Act, As Amended in 2006

GENERAL ASSURANCES

Contractors, will comply with the Older Americans Act of 1965, as amended, and its implementing regulations. The area agency on aging, and its contractors, will comply with the US Department of Health and Human Services Grants Administration Regulations.

Contractors, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual preference in administering programs or providing services.

Contractors, will in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are made accessible to individuals with disabilities.

Contractors, will comply with all applicable state and local laws, rules and regulations.

Contractors, will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals. Contractors, will maintain current affirmative action plans. In implementing personnel hiring procedures, older individuals will be given preference and elders will be actively recruited for all available positions.

The Contractor will assure that voluntary contributions from individuals served will be accepted and that procedures for documenting and safeguarding the collection and handling of such contributions have been established and are maintained. Contributions are not a requirement for participation in programs or receipt of services.

The Contractor will assure that amounts received under each part of the Older Americans Act will be expended in accordance with such part. The contractor will assure that funds received under Title-III will be used only to pay costs incurred by the contractor to implement Title-III.

The Contractor will assure that it will list its telephone number in each telephone directory that is published locally for residents in the geographical area where services will be provided.

The Contractor providing nutrition services will offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.

The Contractor providing nutrition services, will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The Contractor will assure that providing services will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her wellbeing;
- the right to participate in planning or providing input regarding services provided;

- the right to voice a grievance with respect to any service that is, or fails to be, provided, without discrimination or reprisal as a result of voicing such grievance;
- the right to confidentiality of records relating to services provided.

ORGANIZATION

The contractor will, through a comprehensive and coordinated system, provide for supportive services, nutrition services and the establishment, construction and maintenance of senior centers.

The contractor will assure that planning efforts and service delivery will address the needs of older individuals with greatest economic need and with greatest social need, with particular attention to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, Native American Indian elders and individuals at risk of institutional placement

The contractor will serve as an advocate and focal point for older individuals within their communities, in cooperation with other agencies, organizations and individuals, by monitoring, evaluating and commenting upon policies, programs and actions which affect older individuals.

The contractors will facilitate area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, consistent with self-directed care, by:

- Collaborating, coordinating and consulting with local public and private agencies and organizations responsible for administering programs, benefits and services related to providing long-term care.
- Conducting analyses and making recommendations regarding strategies for modifying the local system(s) of care to be responsive to local needs and preferences, facilitating service provision and targeting services to older individuals at risk of institutional placement to enable them to remain in their own homes and communities.
- Implementing, evidence-based programs to assist older individuals and family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease and/or disability.
- Providing for the availability and distribution of information about the need to plan for long-term care, resources available (both public and private), and options for long-term care.

The contractor will make use of trained volunteers in providing direct services to older individuals and individuals with disabilities and will work in coordination with organizations that have experience in providing training, placement and stipends for volunteers/participants (such as organizations sanctioned by the Corporation for National and Community Service).

The contractor will establish effective and efficient procedures for coordination with other Older Americans Act-funded entities, conducting other federal programs for older individuals and with the state-designated mental health authority.

The contractor will work in coordination with the NM Behavioral Health Collaborative to increase awareness of mental health disorders, remove barriers to mental health diagnosis and treatment and coordinate mental health services provided in the community.

The contractor will coordinate activities and develop long-range emergency preparedness plans in collaboration with local and state governments and other entities that have responsibility for disaster relief service delivery.

The contractors will establish an advisory body consisting of older individuals (including minority individuals and individuals residing in rural areas) who are participants, or eligible to participate in, area agency or contract provider programs; family caregivers of such individuals; service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public.

The contractor will make recommendations to government officials in the planning and service area(s) administered, and collaborate with such officials to build capacity in order to meet the following needs of older individuals, including, but not limited to:

- health & human services;
- transportation;
- housing;
- land use;
- workforce & economic development;
- civic engagement;
- education;
- recreation;
- public safety;
- emergency preparedness.

The contractor will demonstrate the ability to develop an area plan and to administer programs and services within the plan.

The contractor will assure that no officer, employee, or other representative of the agency is subject to a conflict of interest prohibited under the Older Americans Act; and that mechanisms are in place to identify and remove conflicts of interest should they so occur.

AREA PLAN

The contractor will assure that it will develop an area plan that meets the requirements of the Older Americans Act.

The contractor will assure that it will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, including specific objectives for providing services to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk of institutional placement; and will include proposed methods of achieving these objectives in the area plan.

The contractor will assure that it will coordinate planning, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk of institutional placement, with organizations that develop or provide services for individuals with disabilities.

The contractor will assure that it will maintain the integrity and public purpose of services provided and service providers, in all contractual and commercial relationships.

The contractor will:

- specify how the provider intends to satisfy the service needs of low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas, in the area served by the provider;
- to the maximum extent feasible, provide services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas in accordance with their need for such services; and
- meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas within the service area(s).

The contractor will:

- identify the number of low-income minority older individuals and older individuals residing in rural areas in the service area(s);
- describe the methods used to satisfy the service needs of such older individuals; and
- provide information on the extent to which the area agency on aging met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the service area(s).

The contractor will assure that it will use outreach efforts to identify individuals eligible for assistance under this Act, with special emphasis on:

- older individuals residing in rural areas;
- older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with severe disabilities;
- older individuals with limited English proficiency;
- older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction (and the caregivers of such individuals); and
- older individuals at risk for institutional placement;

and inform the older individuals referred to in the preceding bullets, and the caregivers of such individuals, of the availability of such assistance.

The contractor will assure that it will provide information concerning services to Native American Indian elders, including:

- Where there is a significant population of Native American Indian elders in the service area, assure that the contractor will pursue activities, including outreach, to increase access for those Native American Indian elders to programs and benefits provided under Title-III.
- Assure that the contractor will, to the maximum extent practicable, coordinate the services the agency provides under Title-III with services provided under Title-VI.
- Assure that the contractor will make services available to Native American Indian elders to the same extent as such services are available to other older individuals within the service area.

The contractor will assure that it will, at the request of the Non –Metro Area Agency on Aging, for the purpose of monitoring compliance (including conducting an audit), disclose all sources and expenditures of funds the contractor receives or expends to provide services to older individuals.

The contractor will assure that if case management services are offered, the contractor will comply with all requirements specified in the Older Americans Act.

The contractor will assure that, if a substantial number of the older individuals residing in its service area(s) are of limited English proficiency, then the contractor will:

- Utilize in the delivery of outreach services, workers who are fluent in the language(s) spoken by the individuals who are of limited English proficiency.
- Designate an individual employed by the area agency, or available to the area agency, whose responsibilities include:
  - taking such action as may be appropriate to assure that counseling assistance is made available to older individuals with limited English proficiency in order to assist them in participating in programs and receiving assistance; and
  - providing guidance to individuals engaged in the delivery of supportive services to enable such individuals to be aware of and sensitive to linguistic and cultural diversity.

ADDITIONAL REQUIREMENTS

The contractor will assure that it will hold public hearings, and use other means, to obtain the views of service recipients and other older individuals, service providers, caregivers, and other interested persons and entities in regard to policy development and the delivery of services and programs.

The contractor will assure that it will:

- afford an opportunity for a public hearing upon request, in accordance with published procedures, to any provider of, or applicant to provide, services;
- establish grievance procedures required by the Older Americans Act for individuals who are dissatisfied with or denied services; and,
- afford an opportunity for a hearing, upon request, by a provider of (or applicant to provide) services, or by any recipient of services regarding any waiver request.

The contractor will assure that it will prepare and submit reports, in such form, and containing such information, as then Non - Metro Area Agency on Aging may require, and comply with such requirements as the Area Agency on Aging may impose to insure the correctness of such reports.

Signature and Title of Authorized Official

6/22/15
Date

Robert L. Garza, P.E.
City Manager, City of Las Cruces

APPROVED AS TO FORM:

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
	City Manager, City of Las Cruces	6/22/15
Authorized Signature	Title	Date

Robert L. Garza, P.E.

Printed Name of Authorized Signatory

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

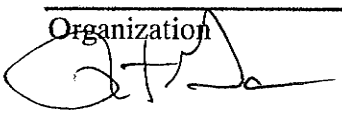
The undersigned certifies, to the best of his or her knowledge and belief that:

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.

City of Las Cruces		New Mexico
Organization		State
	City Manager, City of Las Cruces	6/22/15
Authorized Signature	Title	Date

Robert L. Garza, P.E.

Commitment of Local Funds

My name is Robert L. Garza and I have the authority to represent the City/County of Las Cruces as it relates to the contents of this document.

For Fiscal Year 2016 we are committed to contribute a total of $ 839,514 to the City of Las Cruces Senior Programs ~~Senior Citizens Program~~. This contribution is non-in kind resources.

If for any reason this commitment is not able to be met the City/County of Las Cruces will submit a letter of justification.

Robert L. Garza, P.E., City Manager
Signature/Title

6-22-15
Date

Program/Vendor Information

(To be completed by Program)
Identify Local Funds by Individual Service(s) Purchased

Service(s)	Amount of Local Funds
Congregate	$305,085
Home Delivered	$409,798
Homemaker	$118,610
Respite Care of Elders	$4,021
Grandparents Raising Grandchildren	$2,000

City of Las Cruces

March 23, 2015

Jenny Martinez, Director
Non-Metro Area Agency on Aging
PO Box 5115
Santa Fe, NM 87502

Subject: City of Las Cruces Letter of Commitment of Local Funding for Senior Programs.

Dear Ms. Martinez,

The City of Las Cruces (City) is pleased to again be partnering with the Non-Metro Area Agency on Aging (NMAAA) to provide services to older adults in Las Cruces. This year's grant application with the NMAAA will mark another year of working together in service to elders in Las Cruces and across Doña Ana County.

The City through its Senior Programs Department will provide a range of services, through this agreement, targeting the needs of those older individuals with the greatest economic and social need. The City takes this responsibility seriously as demonstrated by its commitment of $839,514.00, in local funding to support these services.

These local funds have been set aside in our preliminary budget and through our City's process it will be included in the City's adopted FY 2016 budget once final approvals are completed. If there is a change in the local funding pledged, your office will be immediately notified.

Respectfully yours,

Robert L. Garza, P.E. City Manager
City of Las Cruces
Telephone: (575) 541-2076
rgarza@las-cruces.org

Cc: David Dollahon, Community & Cultural Services Director
File

Contract No. 2015-16-64014

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

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
AGREEMENT

This Agreement is made and entered into this 1st day of July 2015, by and between the North Central New Mexico Economic Development District(NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Las Cruces, hereinafter referred to as the "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor will:

A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.

B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.

C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Contractors must ensure that the farm food products meet the state EID requirements.

D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.

E. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).

F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.

G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.

H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.

I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

J. Ensure eligible participants are assessed and registered in SAMS.

K. Ensure meals served meet the following:

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.

L. As recommended by the Agency, these funds be expended prior to Title III-C funds and/or state funds.

2. **Compensation**

A. The total amount payable to the Contractor under this Agreement shall not exceed **$194,731** for eligible meals served during the period July 1, 2015 through June 30, 2016 regardless of funding sources, to eligible participants and their spouses.

B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2016, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Contractor 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 Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Contractor 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 Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Contractor's default or breach of this Agreement. This Agreement also may be terminated by the Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor 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 Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Contractor 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 Contractor; 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 Contractor under the paragraph of this Agreement regarding financial records.

6. Status of Contractor

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. Assignment

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

8. Subcontracting

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

9. Records and Audit

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before

and after payment; payment under this Agreement shall not foreclosure the right of the Agency to recover excessive, improper, or illegal payments.
B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2015 to June 30, 2016. 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.

22. The Vendor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grant circulars into one set. 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 IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, 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.

107. 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, NSIP, 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.

108. Non-governmental vendors/contractors 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, NSIP, 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.

109. 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.

110. 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.

111. 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. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

10. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. Release

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Product of Service; Copyright

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico 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 Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

13 Conflict of Interest

The Contractor 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 of service required under this Agreement.

14. Equal Opportunity Compliance

The Contractor 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 Contractor 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 Contractor 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.

15. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, 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 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 meet 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/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) 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, color, sex, sexual preference, national origin, 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, color, sex, sexual preference, national origin, or handicap.

16. Confidentiality

The use or disclosure of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian.

17 Amendment

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

18. Penalties for Violation of Law

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 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.

19. Scope of Agreement

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, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

20. Applicable Laws

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

21. Internal Dispute Mediation

The Contractor 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 Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor 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.

22. 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.

23. 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.

24. 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:	**Contractor:**
NCNMEDD	CITY OF LAS CRUCES
Attn: Jenny Martinez	Attn: Sonia Saldana
3900 Paseo del Sol	PO BOX 20000
Santa Fe, NM 87507	LAS CRUCES, NM 88004

25. Other Provisions

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. Indemnification

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

27. Authority

The individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2015.

City of Las Cruces
Legal Name of Vendor/Contractor

Signature

Robert L. Garza, P.E., City Manager
Printed/Typed Name of Signatory

6-22-15
Date

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

Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

5/22/15
Date

APPROVED AS TO FORM:

City Attorney

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENGY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

GRANTEE: Las Cruces, City of ADDRESS: PHONE:		APPROVED BUDGET FOR THE PERIOD FROM: 07/01/2015 TO: 06/30/2016		Type of Grant or Action New/Cont: X Revision: Other:		NGA DATE
Indirect Cost % of $	Fund: 210 Title of Project: NSIP			CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	$0.00	$0.00				$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	**194,731.00**	0.00				**194,731.00**
Contractual Services	0.00	0.00				0.00
Other Operating Costs	0.00	0.00				0.00
Capital Outlay	0.00	0.00				0.00
Subtotal	**$194,731.00**	$0.00				**$194,731.00**
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%

COMPUTATION OF GRANT		8. Federal/State Shares will be Comprised of:			
1. Estimated Total Cost	$194,731.00	a. Federal/State grant unearned in previous project year(s)	FY	Federal:	0.00
2. LESS Anticipated Project Income	$0.00		FY	State:	0.00
3. Estimated Net Cost	$194,731.00				
4. Non-federal and Non-state Share of Net Cost	$0.00	b. Carry Over			0.00
5. Project Income (Used as Match)	$0.00				0.00
6. Federal Share of Net Cost	$194,731.00	c. New Obligational Authority Herein Awarded	FY	Federal:	**$194,731.00**
7. State Share of Net Cost	$0.00				

X	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	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	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	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	Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
X	In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency 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.
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 Agency.
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 this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency 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.
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.
9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official: **Tim Armer, Executive Director**	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
Signature: 5/22/15 Date:	Date: 6/22/15
	Date:

APPROVED AS TO FORM:

City Attorney

EXHIBIT "C"

CITY OF LAS CRUCES
Fund Summary

FUND	DIVISION	FUND TYPE
Older Americans Act Fund 2171	Community & Cultural Services	Special Revenue Funds

		2014-15 Prelim Actual	2015-16 Adopted	2015-16 Adjustment	2015-16 Adjusted
RESOURCES					
Beginning Balance	$	0	0		0
Revenues					
Charges For Services		193.500	180.500		180.500
Miscellaneous Revenues		0	0		0
Federal Grants		202.104	202.104	10.689	212.793
State Grants		316.439	351.810	2.018	353.828
Operating Transfers In		0	0		0
Total Revenues		712.043	734.414	12.707	747.121
TOTAL RESOURCES	$	712.043	734.414	12.707	747.121
Expenditures					
Community & Cultural Services					
3615A - CONGREGATE 111C1		319.283	0		0
3615B - HOME DELIVERED 111C2		318.275	0		0
3615D - HOME CARE		10.110	0		0
3615F - CAREGIVER SUPPORT 111E		62.375	0		0
3615G - GRANDPARENTS		2.000	0		0
3616A - CONGREGATE 111C1		0	310.283	6.000	316.283
3616B - HOME DELIVERED 111C2		0	314.275	5.711	319.986
3616D - HOME CARE		0	45.481	996	46.477
3616F - CAREGIVER SUPPORT 111E		0	62.375		62.375
3616G - GRANDPARENTS		0	2.000		2.000
Total Expenditures	$	712.043	734.414	12.707	747.121
Accrual Adjustments		0	0		0
ENDING BALANCE	$	0	0	0	0

BUDGET ADJUSTMENT REQUEST

Department and Section	236 Permanent or Temporary	Council/Board Action Required? (Yes or No)	YES
Community and Cultural Services/ Senior Programs	Temporary	Council/Board Resolution No.	

Reason for Request

This budget adjustment will be attached to a Resolution that changes revenue and expense line items to align with the grant agreement received from the NM Area Agency on Aging.

Liz Vega	x3001	FY 2016	07/16/15
Prepared by	Phone No.	FY to be Adjusted	Date

Fund	Org	Object	Project	Object Name	Increase $	Decrease $
2171	21200010	551027	3616A	US OLDER AMER ACT	4,778	
2171	21200010	552017	3616A	SW NM AREA AGENCY	1,222	
2171	21200010	551027	3616B	US OLDER AMER ACT	5,911	
2171	21200010	552017	3616B	SW NM AREA AGENCY		200
2171	21200010	552017	3616D	SW NM AREA AGENCY	996	
2171	21205160	730610	3616A	PROGRAM FOOD	6,000	
2171	21205160	730610	3616B	PROGRAM FOOD	5,711	
2171	21205160	730110	3616D	SUPPLIES GEN	996	
				Totals	$25,614	$200

By signing, I verify balances and accounts are available in MUNIS.

Administrator/Manager:		
Printed Name:	Sonia Saldana	Date
Director :		
Printed Name:	David Dollahon	Date

For use by Office of Mgmt & Budget

Budget Adjustment Number	Posted By	Date

For use by Administration and Office of Mgmt & Budget

ACM / CAO	Mark A. Winson	Date
ACM / COO	Daniel Avila	Date
City Manager:	Robert L. Garza	Date
Budget & Research Administrator		Date

Revised 12/09/13

Departments must fill out all areas in blue.

City of Las Cruces®
PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____ (Ordinance First Reading Date)

For Meeting of August 3, 2015 (Adoption Date)

TITLE: A RESOLUTION ACCEPTING A GRANT IN THE AMOUNT OF $761,352.00 WITH A LOCAL CONTRIBUTION OF $839,514.00 FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT (NCNMEDD) NON-METRO AREA AGENCY ON AGING (NMAAA) TO PROVIDE CORE SERVICES TO ELIGIBLE SENIOR CLIENTS, TO RATIFY THE CITY MANAGER'S SIGNATURES ON THE AGREEMENTS, AND TO ADJUST THE CITY'S ADOPTED FY2016 BUDGET.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes ☐ No ☒

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact Elizabeth Vega, Senior Programs	Elizabeth B. Vega	528-3001	7/16/15
Grants Amy Johnson Bassford	Amy Bassford	541-2281	7/16/15
Community & Cultural Services David Dollahon	David Dollahon	528-3060	7/17/2015
Finance Department Victoria Fredrick	Victoria Fredrick	541-2280	7/19/15
Management & Budget Manager Robert Lundien	Robert J. Lundien	541-2107	7/20/15
Assistant City Manager/CAO Mark Winson	Mark Winson	541-2100	7/20/15
Assistant City Manager/COO Daniel Avila	Daniel Avila	541-2271	7/23/15
City Attorney Wm. "Rusty" Babington	Wm. "Rusty" Babington	541-2128	27 July 2015
Interim City Clerk Linda Lewis	Linda Lewis	541-2116	7-27-15

Rev. 8/2011