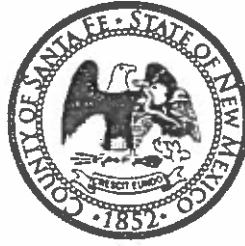


Henry Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *September 14, 2016*

TO: *Santa Fe County Board of County Commissioners*

FROM: *Kenneth G. Smith, Director
Senior Services Division*

VIA: *Katherine Miller, County Manager
Rachel O'Connor, CSD Director*

RE: *BCC Meeting September 27, 2016.*

Request Approval of Direct Purchase of Service Vendor Agreement; Nutrition Service Incentive Program (NSIP) Agreement; Certification Regarding Debarment, Suspension, and Other Responsibility Matters; Assurances; Certification Regarding Lobbying; Resolution Authorization; and Letter of Commitment with the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging in the projected amount of \$450,074 (No. 2017-0101-CSD/BT). (Kenneth G. Smith, Senior Services Division)

SUMMARY:

The Community Services Department's Senior Services Division is requesting approval of a Direct Purchase of Service Vendor Agreement and associated documents (the Agreement) with the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging (AAA) to provide funding, on a reimbursement basis, for congregate meals and home-delivered meals prepared/served and transportation services provided to seniors in Santa Fe County.

BACKGROUND:

Santa Fe County responded to an RFP issued by the Non-Metro Area Agency on Aging in October 2015, for a four year contract to provide services to seniors within Santa Fe County. The attached Agreement is for the first year and provides funding for congregate meals, home delivered meals and transportation to seniors in FY17.

The Agreement is the mechanism through which Santa Fe County will receive state and federal funding, on a reimbursement basis, through the Area Agency on Aging. The process for FY17 is consistent with previous years and provides for recurring funding from sources other than Santa Fe County's General Fund to support these senior services.

For FY17, it is projected that the Senior Services Division will receive, through this contractual arrangement an estimated \$392,650 (combined state (\$288,742) and federal (\$103,908) dollars) and \$57,424 through the Nutrition Service Incentive Program (NSIP) for a total of \$450,074.

This is a an estimated budget based on a projected number of meals served and transportation provided , as the actual revenue will be generated upon reimbursement for services provided.

These projections are based on providing:

42,000 congregate meals (to an estimated 992 individuals),
67,500 home-delivered meals (to an estimated 455 individuals),
9,250 units of transportation (to an estimated 184 individuals).

Note that Santa Fe County will provide in excess \$1.5 million in General Fund for senior services in FY17.

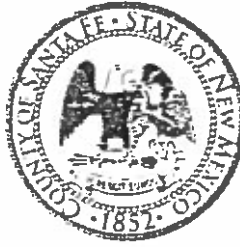
RECOMMENDATION:

The Community Services Department recommends approval of this Agreement.

Henry Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

September 27, 2016

Non-Metro Area Agency on Aging
Attn: Marcia A. Medina
Post Office Box 5115
Santa Fe, New Mexico 98502-5115

Re: Commitment of Local Funds

Dear Ms. Medina:

As chairman of the Board of County Commissioners of Santa Fe County, I am authorized to inform the Non-Metro Agency on Aging of this financial commitment.

The Santa Fe County Board of County Commissioners has committed to contribute the sum of \$518,863.00 for the Santa Fe County Senior Services program for FY 2017. This contribution is a monetary contribution and not an in-kind contribution.

The Non-Metro Agency on Aging will be informed if there is any change to this financial commitment.

Respectfully,

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

Board of County Commission

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

DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT

Santa Fe County, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2016, 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-Enhance Fitness
 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:

Enhance Fitness- 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 their Chronic Disease and how they affect 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).

III E 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 caregiving 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 III E)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip

IIID Evidence Based	
Enhance Fitness	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: Santa Fe County

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 \$ 392650. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$ 16472 from Title III-B of the OAA;
2. \$ 62145 from Title III-C1 of the OAA;
3. \$ 25291 from Title III-C2 of the OAA;
4. \$ 0 from Title III-D of the OAA;
5. \$ 0 from Title III-E of the OAA; and
6. \$ 288742 from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (Ill,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$15.9782	\$3.4500	42000	992
Home Delivered Meals	\$11.8410	\$2.3000	67500	455
Transportation	\$54.1815	\$10.0000	9250	184
Assisted Transportation	\$	\$	0	0
Case Management	\$	\$	0	0
Adult Day Care	\$	\$	0	0
Respite	\$	\$		
Chore Services	\$	\$	0	0
Homemaker/Housekeeping	\$	\$	0	0
Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$	\$	0	0
Health Screening	\$	\$		
Home Safety	\$	\$		
Medication Management	\$	\$		
EB-EnhanceFitness	\$	\$		
EB-My CD	\$	\$		
EB-A Matter of Balance	\$	\$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	\$	\$	0	0
CG – Respite Care	\$	\$	0	0
CG - Supplemental	\$	\$	0	0
CG - Assistance	\$	\$	0	0
CG - Information	\$	\$	0	0
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	\$	\$		
CG – Respite Care	\$	\$	0	0
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. 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 agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (2nd) day of each month following the last day of the month in which services were provided. If the second (2nd) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the

AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted 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.
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.

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. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and

- medical/health related release). ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA.
 7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
 8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.
 9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
 10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

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, 2016 through June 30, 2017. 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 Omni Circular 200.518(b)(1), supersedes and 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, 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.

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, 2016 and terminate on June 30, 2017, 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, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

The Vendor, 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 income 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, 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. Program Director
2. 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: Marcia A. Medina

3900 Paseo Del Sol

Santa Fe, NM 87507

VENDOR:

|||||
Santa Fe County
Senior Services Division
Attention: K. Greg Smith
2052 Galisteo Street
Santa Fe, NM 87505

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.

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

TITLE III

GRANTEE: Santa Fe County ADDRESS: PHONE:				APPROVED BUDGET PERIOD FROM: 7/1/2016 TO: 6/30/2017		Grant/Action New/Cont: <input checked="" type="checkbox"/> X Revision: BAR: Other:		NGA DATE
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising- Foundations	PROJ. INC.	TOTAL	
Title IIIB 93.044	Access	\$ 16,472	\$ 76,028	\$ 80,460	\$ -	\$ 2,500	\$ 175,460	
	In-Home	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ 16,472	\$ 76,028	\$ 80,460	\$ -	\$ 2,500	\$ 175,460	
Title IIIC1 93.045	Meal Costs	\$ 62,145	\$ 82,755	\$ 139,686	\$ -	\$ 20,000	\$ 304,586	
	Sub Total	\$ 62,145	\$ 82,755	\$ 139,686	\$ -	\$ 20,000	\$ 304,586	
Title IIIC2 93.045	Meal Costs	\$ 25,291	\$ 129,959	\$ 298,717	\$ -	\$ 8,000	\$ 461,967	
	Sub Total	\$ 25,291	\$ 129,959	\$ 298,717	\$ -	\$ 8,000	\$ 461,967	
Title IIID 93.043	Evidence Based	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052	Care Giver Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
DEMONSTRATION GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS								
	Title IIIB 93.044	\$ 16,472	\$ 76,028	\$ 80,460	\$ -	\$ 2,500	\$ 175,460	
	Title IIIC1 93.045	\$ 62,145	\$ 82,755	\$ 139,686	\$ -	\$ 20,000	\$ 304,586	
	Title IIIC2 93.045	\$ 25,291	\$ 129,959	\$ 298,717	\$ -	\$ 8,000	\$ 461,967	
	Title IIID 93.043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIE 93.052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL		\$ 103,908	\$ 288,742	\$ 518,863	\$ -	\$ 30,500	\$ 942,013	
COMPUTATION OF GRANT								
1. Estimated Total Cost.....	\$	942,013	8. Federal/State Shares will be comprised of:					
2. LESS Anticipated Proj. Inc.	\$	30,500	a. Federal/State					
3. Estimated Net Cost.....	\$	911,513	grant unearned FY 20 ____ Federal					
			in previous project year(s) State					
4. Non-federal and Non-state Share of Net Cost.....			b. Carry Over FY 20 ____ Federal					
5. Proj. Inc. (Used as Match).....	\$	30,500	State					
6. Federal Share of Net Cost.....	\$	103,908						
7. State Share of Net Cost....	\$	288,742	c. New Obligational FY- Federal					
			Authority Herein Awarded State					
			\$ 103,908					
			\$ 288,742					

NOTIFICATION OF GRANT AWARD


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


- ☒ 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.
- ☒ 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.
- ☒ 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.
- ☒ 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.
- ☒ 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- ☒ 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 be 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:
Tim Armer Executive Director	Date:
6/15/14	Date:

Approved as to form
 Santa Fe County Attorney
 By: 
 Date: 6/15/14

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 2016, 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 Santa Fe County, 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 \$57424 for eligible meals served during the period July 1, 2016 through June 30, 2017 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, 2017, 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 foreclose 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, 2016 to June 30, 2017. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Vendor, expending 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 IIB, Title IIC-I, Title IIC-II, Title IID, Title IIE, 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.
2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIB, Title IIC-I, Title IIC-II, Title IID, Title IIE, 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.
3. 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 IIB, Title IIC-I, Title IIC-II, Title IID, Title IIE, 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.

4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs. (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. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act, or applicable state or federal law or regulations.

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

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.

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.

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.

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:

Santa Fe County,
Senior Services Division
Attention: K. Greg Smith
2052 Galisteo Street
Santa Fe, NM 87505

8

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, 2016.

Santa Fe County
Legal Name of Vendor/Contractor

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

Signature

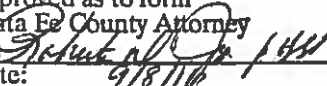

Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

Date

6/15/16
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 6/18/16

SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 9/8/11

**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.

Santa Fe County Division of Senior Services

New Mexico

Organization

State

Authorized Signature

Title

Date

Printed Name of Authorized Signatory

Approved as to form

Santa Fe County Attorney

By: [Signature]

Date: 9/8/11

ASSURANCES

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

GENERAL ASSURANCES

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

The contractor 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.

The contractor 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.

The contractor will comply with all applicable state and local laws, rules and regulations. The contractor will comply with the State Policy Manual and all policy issuances by the NM Aging & Long-Term Services Department and the Governor of New Mexico.

The contractor will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals only. The contractor may not require any provider of legal assistance to reveal information that is protected by attorney-client privilege. The contractor 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 any geographic 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 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 well-being;
- 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 contractor 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 programs within the service area(s), with 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 contractor 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, contractor programs; family caregivers of such individuals; other service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public. The advisory body will provide advice to the contractor on all matters related to the development of the service plan, administration of the plan and programs and operations conducted.

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 a service plan and to administer programs and services within the plan.

The contractor will assure that no officer, employee, or other representative of the contractor 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.

SERVICE PLANS

The contractor will assure that it will develop and submit to the Non-Metro Area Agency on Aging for approval, in accordance with a uniform format developed by the Non-Metro Area Agency on Aging, a service plan meeting the requirements of the Older Americans Act.

The contractor agency 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 service plan.

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

The contractor agency will:

- specify how it 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 contractor;
- 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 contractor, 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 planning and 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 contractor met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area(s).

The contractor agency 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(s).

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 service 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 contractor, or available to the contractor, 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 or in accordance with published procedures;
- 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 recipient of services regarding any waiver request or grievance.

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

Signature and Title of Authorized Official

Date

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 9/8/11

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.

Santa Fe County Division of Senior Services

New Mexico

Organization

State

Authorized Signature

Title

Date

Approved as to form

Santa Fe County Attorney

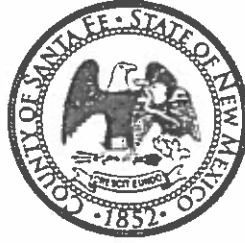
By: 

Date: 9/18/11

Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: *Santa Fe County Board of County Commissioners*

Through: *Katherine Miller, County Manager*

From: *Rachel O'Connor, Community Services Department*
Greg Smith, Program Manager, Senior Services Division

Date: *September 14, 2016*

Re: *Approval of the Senior Services Strategic Plan 2016-2020 (Community Services Department/Greg Smith)*

Issue: The Senior Services Division of the Community Services Department seeks approval of the Senior Services Strategic Plan 2016-2020.

Background: The Santa Fe County Senior Services Division currently operates seven senior centers in Santa Fe County. The Division provides service to over 900 seniors in the areas of congregate and home delivered meal service and transportation. From FY13-FY16 congregate meal service has increased by 45% and home delivered meals by 126%. Staff prepared over 100,000 meals in FY16.

By 2040 the senior population in Santa Fe County is expected to triple, growing from 20,000 to over 60,000. Approximately one-third of the County's population will be over the age of sixty. The Strategic Plan was developed to assist the Division in managing and planning growth in a manner that is consistent with healthy lives for senior residents. Goals include but are not limited to the following:

- **Goal One:** Increase the number of seniors served by existing services Countywide, including expansion into underserved areas
- **Goal Two:** Increase seniors' consumption of healthy foods and promote healthy habits/practices
- **Goal Three:** Increase access to home-based support services to allow seniors to age in place in a safe environment
- **Goal Four:** Reduce incidents of falls and fall-related injuries among seniors
- **Goal Five:** Increase seniors' social networking and physical activity levels to decrease social isolation/promote social engagement

Recommendation: We recommend approval of the Senior Services Strategic Plan 2016-2020.



Santa Fe County

Senior Services

Strategic Plan 2016 – 2020



Santa Fe County Community Services Department and Senior Services Division

Santa Fe County Community Services Department and Senior Services Division Staff

Rachel O'Connor, *Director, Community Services Department*

Kenneth Greg Smith, *Senior Services Division Director*

Michael Alan Spanier, *Community Services Department*

Strategic Planning Consultant: ML Consulting, Michele Lis

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Executive Summary

The Santa Fe County Community Services Department and the Senior Services Division (SSD) is pleased to present the Santa Fe County Senior Services Five-Year Strategic Plan to improve and expand programs for adults 60+ years of age. The SSD directs programs and services that improve the quality of life for seniors. It is our mission to deliver quality services that support the independence and well-being of seniors of Santa Fe County.

The SSD currently provides services through its seven Senior Centers. Congregate and home delivered meals and transportation services are provided to over 900 seniors annually. We anticipate preparing, serving and delivering nearly 100,000 meals during FY16. Although we are alleviating the food insecurity that so many seniors face, we know that there is so much more we can do both as a program leader and as a contributing partner in our Santa Fe County community.

The Community Services Department collaborates with local and statewide entities to strengthen program services and create community partnerships to better serve our senior population. This collaborative project included 24 community partners, over 50 seniors, and five County Commissioners. The engagement of these highly valued participants and partners provided the impetus for the comprehensive approach we were able to bring to this Senior Services Strategic Plan. The development of this strategic plan included stakeholder input sessions, individual and group interviews to help identify ways we can improve and expand programs to serve a growing and diverse senior population.

The goals included in this Five-Year Strategic Plan address ways to promote healthy, independent lives for seniors. The Community Services Department is dedicated to the promotion of equity, meaning that the goals were constructed with people of diverse cultures; lifestyles; geographic locations; and socioeconomic status in mind. The SSD Strategic Planning Team, with input from community stakeholders, identified five high-priority goals to pursue during Fiscal Years 2016-2020.

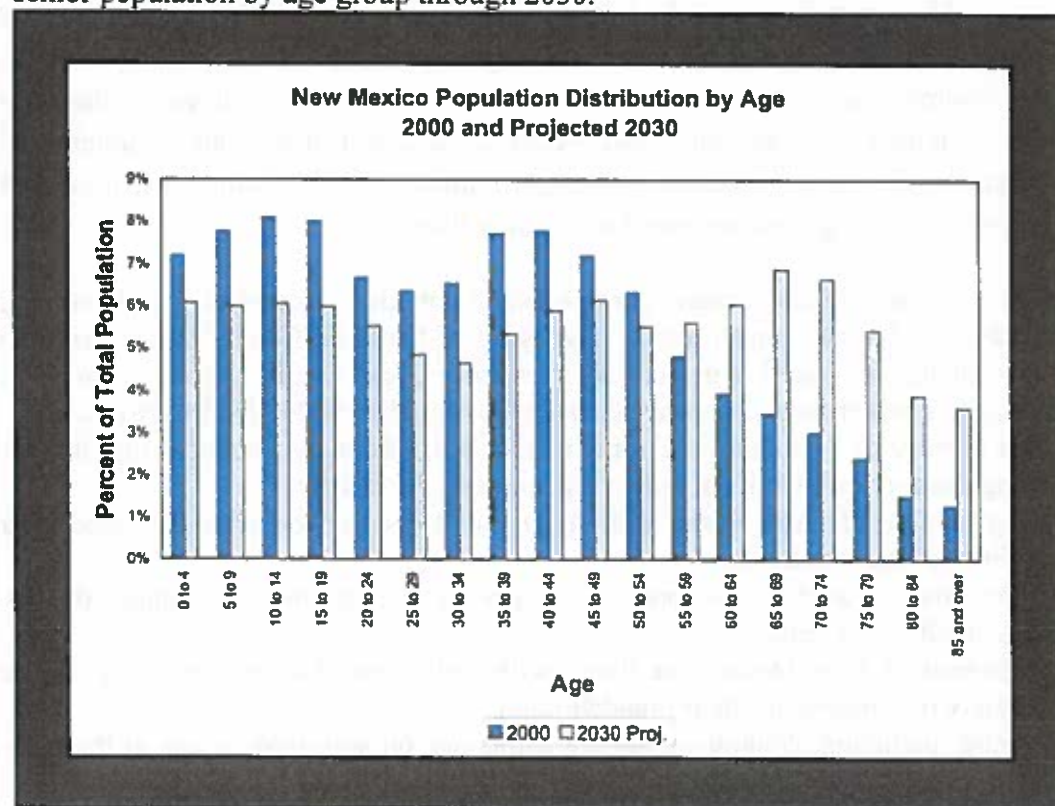
1. Increase the number of seniors served through existing services including expansion into underserved areas.
2. Increase seniors' consumption of healthy foods and promote healthy food habits/practices.
3. Increase access to home-based support services to support seniors aging in place in a safe environment.
4. Reduce incidents of falls and fall-related injuries among seniors.
5. Increase seniors' social networking and physical activity levels to decrease social isolation/promote social engagement.

This plan includes both population indicators and performance measures for these high priority goals. Our goals, indicators and measures focus on how we can best impact, in a positive way, the quality of life for seniors. This plan not only clearly states our goals, it also establishes the foundation for how we will measure our performance in doing our part to accomplish these goals and achieve these outcomes. In order to be successful, we must work collaboratively with seniors and our community and many valued partners to meet the challenges before us and maximize the opportunities to improve the quality of life for seniors now and into the future.

Challenges and Opportunities

Preparing for the Senior Tsunami

As of 2015, almost 20,000 residents of Santa Fe County are 65 or older. Seniors currently make up roughly 14 percent of the County's population, and the percentage of seniors is expected to increase dramatically over the next 25 years as increasing numbers of baby-boomers reach age 65. **Between now and 2040, Santa Fe County's senior population is expected to triple, growing from approximately 20,000 to a projected level of approximately 60,000. To put this in perspective, by 2040, approximately 33% (one-third) of the County's population will be 60+.** Each day more baby boomers and migrating retirees are joining the ranks of the Silver Tsunami populating Santa Fe County. The following graph demonstrates the projected increase in the senior population by age group through 2030.



Seniors are both a growing and a diverse population. Younger seniors continue to be active, vibrant contributors to their families and community. Health or financial issues may challenge older seniors, making it necessary to seek support to maintain their independence. The facts highlighted below are outlined in greater detail in the “2013 Santa Fe County Community Health Profile.”

- ☞ The median age for seniors is 72.
- ☞ The over 80 population stands at approximately 2,100; it is expected to triple.
- ☞ One in three seniors in Santa Fe County has a disability and those with a disability are more likely to live in poverty than those without a disability.
- ☞ One in five Santa Fe County Seniors is widowed, 7,000 live alone. Women make up 55% of the senior population.
- ☞ Statewide 15 percent of seniors 60+ live at or below the federal poverty level; in Santa Fe County 91 percent received social security at an annual average of \$17,000 and retirement income averages \$31,000 annually.
- ☞ Over 20 percent of seniors are employed.

Opportunity: Supporting Seniors in living more healthy and independent lives in the community

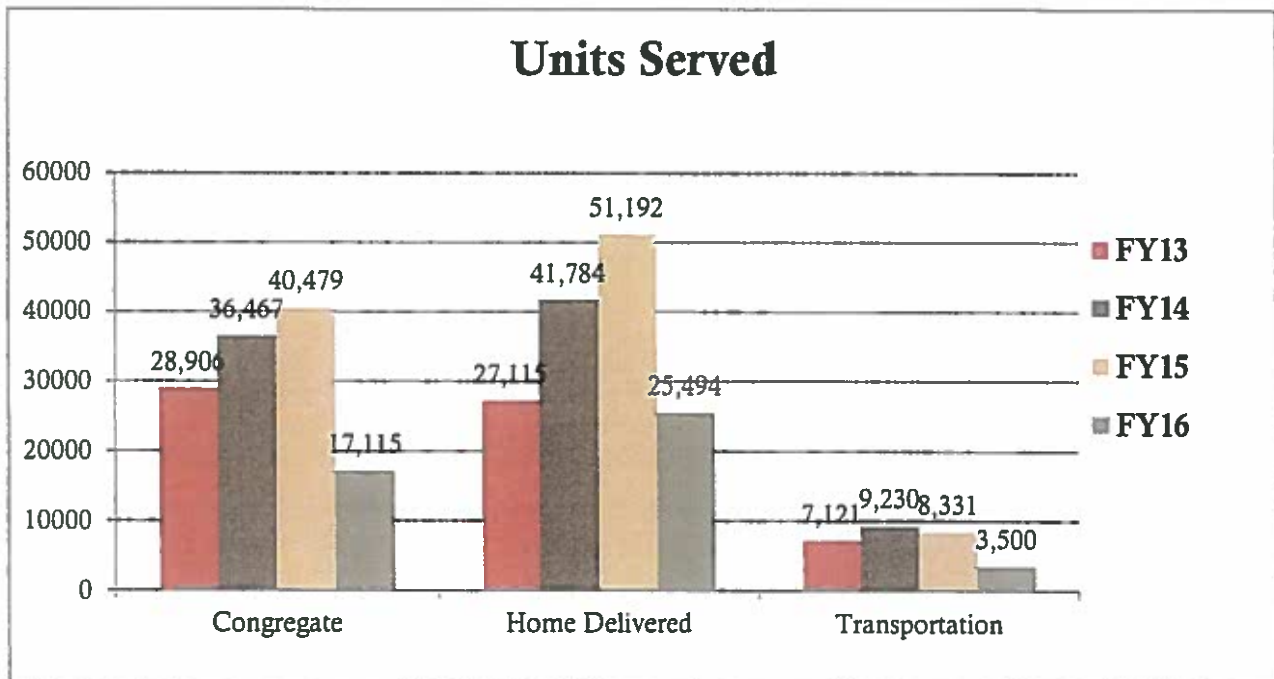
Life expectancy at age 65 is an indicator of the health of the community’s older population. From 1999 to 2011, life expectancy from age 65 has increased 12 percent for residents of Santa Fe County. Additionally, baby boomers are expressing a desire to lead independent lives in their own community. Given the longer life expectancy and preference to age in place, our community will need to work together to maximize resources and opportunities. The following will need to be addressed to support seniors living more independent, healthy lives:

- ☞ The incidence and prevalence of many chronic health conditions increases greatly with age (e.g. cardiovascular disease, cancer, etc.). The aging of Santa Fe County’s population will increase the demand for health care and social services, and require greater resources to manage disabilities and chronic illnesses (Santa Fe Community Health Profile, 2013).
- ☞ Each year an average of 81 Santa Fe County residents die from unintentional injuries; falls are the leading cause of unintentional injury death among the elderly.
- ☞ An increasing number of Santa Feans with Alzheimer’s disease will pose increased issues related to safety and independence.
- ☞ Fewer children may be available to provide caregiving or transportation support due to a trend towards smaller size families.
- ☞ Many grandparents in New Mexico are living with their grandchildren and oftentimes are raising and solely responsible for their grandchildren.
- ☞ Substance abuse, including alcoholism, among adults age 60 and older is one of the fastest growing health problems in the nation.
- ☞ Hunger and food security is a major issue across Santa Fe County.

- ☞ Only two (2) percent of seniors have no health insurance. However, 23 percent have no health insurance beyond Medicare.
- ☞ There are limited providers of non-medical, homemaker and personal care services, as these services are not covered under the Medicare program at all, and are covered under the Medicaid program only for those who meet income and level of care criteria.
- ☞ An array of non-skilled personal care services and medical equipment can be obtained by seniors, but are often costly.

Current Services and Projected Growth

Santa Fe County's current array of services includes congregate and home delivered meals, transportation services, as well as programs, activities and trips based out of each of the seven Senior Centers. The chart below shows units of service provided in congregate, home delivered and transportation in Fiscal Years 2013, 2014 and 2015, as well as year-to-date for Fiscal Year 2016 (as of November 2015). **From Fiscal Year 2013 to 2015, the units of congregate meals served increased by 40%, home delivered meal units increased by 89%, and transportation units increased by 17%.**



It is expected that we will need to expand services annually in order to meet the growing demand over the next three years and beyond. **We propose to increase service units by 10% annually in home delivered meals over the next three years and 5% annually in both congregate meals and transportation services.**

These substantial increases in services delivered over the last several years combined with the projected growth of the senior population; resource limitations; and the need to provide services in underserved areas, present immediate and longer-term challenges and a clear call to action.

Senior Centers and Projected Growth

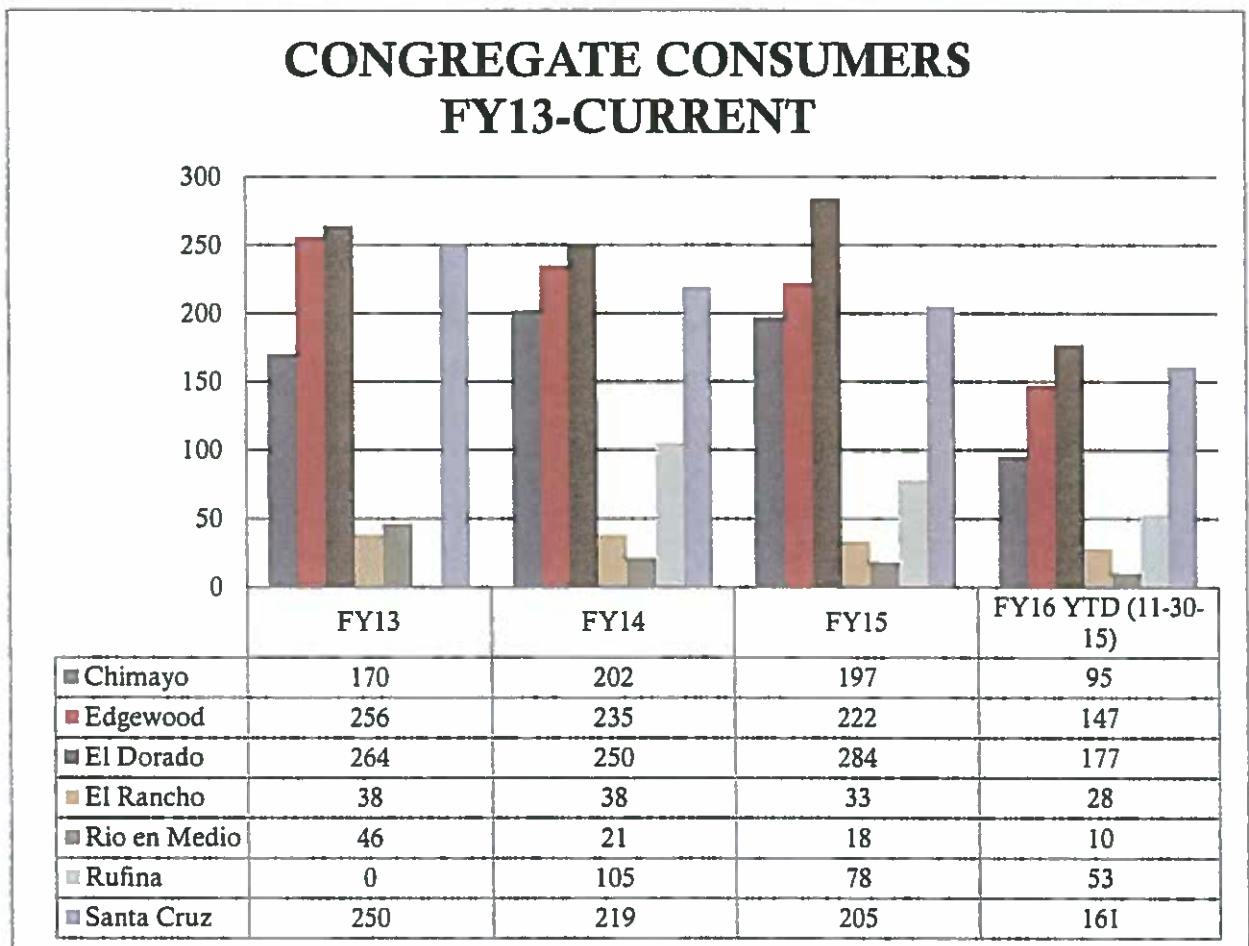
The map on the following page shows the senior population in Santa Fe County by the 2010 Census Tract. Also included are the locations of the Senior Centers in Santa Fe County.



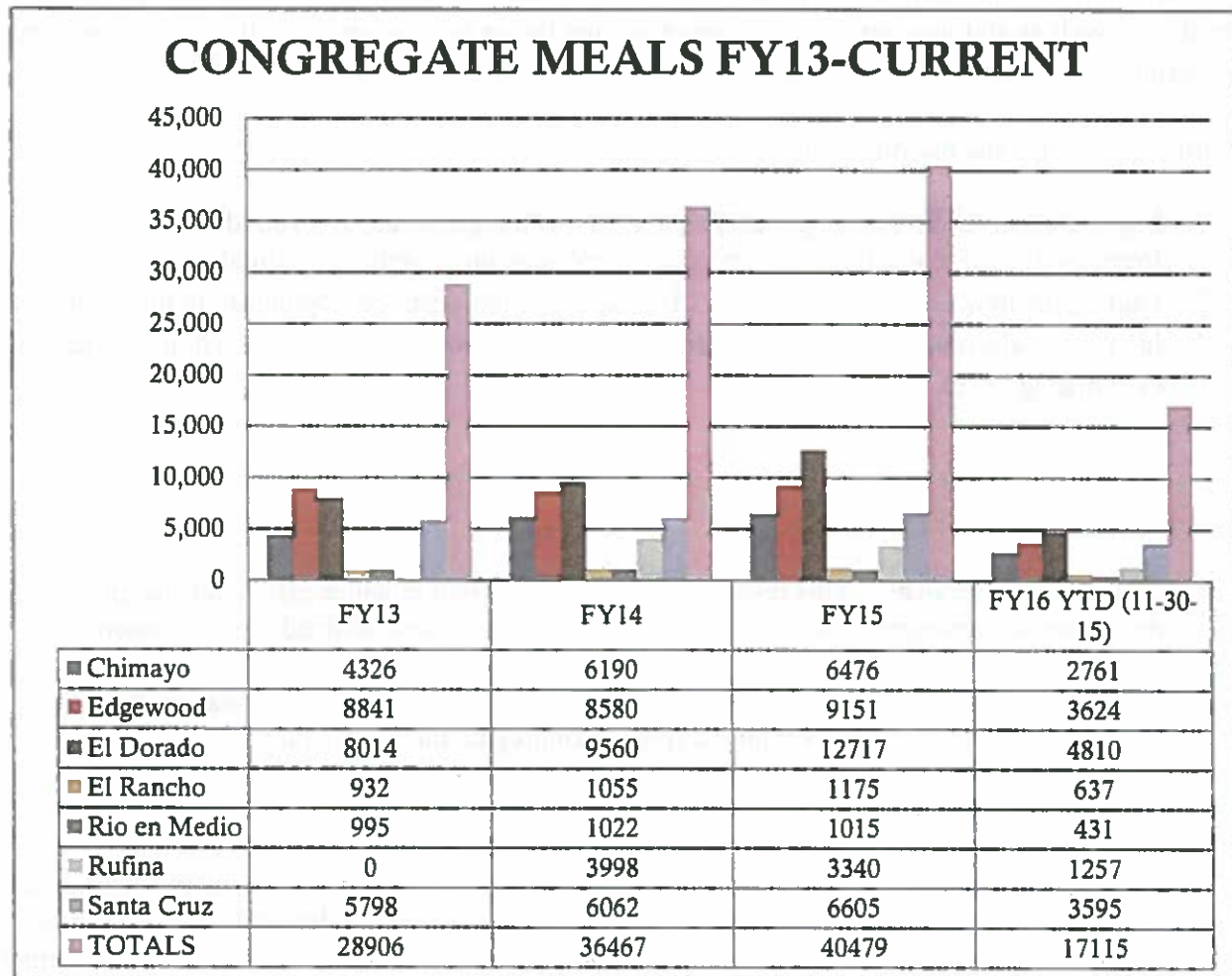
Current Facilities/Senior Centers

1. Edgewood
2. Eldorado
3. Rio En Medio
4. Chimayo
5. El Rancho
6. Santa Cruz
7. Rufina (meal site)
8. Highway 14 Site to be added in 2016-2017

The chart below shows the utilization of congregate meal services at each of the Senior Centers.



The chart below shows the number of congregate meals served at each site.



Challenges to Expansion/Growth

The Senior Services Five-Year Strategic Plan includes plans to expand service delivery in all current services, increase the number of seniors served in underserved areas such as the Highway 14 corridor, as well as add new services to support seniors living as independent a life in the community as possible.

Priority actions include the following:

1. Expand existing services in geographical areas with highest and growing demand.
2. Improve operational efficiencies in order to leverage and maximize limited resources.
3. Launch the new Center on Highway 14 to serve the underserved population in this area.
4. Identify resources and develop systems to provide new services such as chore services and case management.

Recommendations and Strategies

1. Decentralize Services – This revenue neutral strategy will enhance efficiency and provide more “on-site” presence where it is needed most – at our most utilized Senior Centers.
2. Reorganize Senior Center Services – The optimal alignment of food preparation staff will provide those Senior Centers with the lowest congregate meal demand with sufficient resources to meet the demand with the additional benefits of greater staff flexibility and potential cost savings.
3. Planning for Growth – Thoughtful and incremental growth planning will ensure maintaining the quality of existing services; meeting the anticipated growth in demand for these services; expanding these meal and transportation services into underserved areas (Highway 14 Senior Center Initiative); and adding new services (such as case management and chore services).

Strategic Plan Overview

Vision: **Healthy, Independent Lives for Seniors**

Mission: **To deliver quality services to promote the independence and well-being of seniors of Santa Fe County.**

Core Values: **Our work will be guided and informed by our beliefs and commitments to:**

- Respect – we believe all seniors should be treated with respect and dignity.
- Responsiveness – we are committed to being supportive and responsive to individual needs of seniors.
- Hard work - we strive to meet seniors' needs with dedication and focus.
- Kindness – we approach our work with compassionate and caring attention.
- Quality – we strive for excellence in our programs and services.
- Safety – we support the safety and independence of the seniors we serve.

Priority Goals

Our strategy is to provide support to seniors who chose to live at home/in community to support them in maintaining independence and the highest quality of life possible. The following are five priority goals that support us in transforming this vision into reality.

- ☞ Goal One: Increase the number of seniors served through existing services including expansion into underserved areas.
- ☞ Goal Two: Increase seniors' consumption of healthy foods and promote healthy food habits/practices.
- ☞ Goal Three: Increase access to home-based support services to allow seniors to age in place in a safe environment.
- ☞ Goal Four: Reduce incidents of falls and fall-related injuries among seniors.
- ☞ Goal Five: Increase seniors' social networking and physical activity levels to decrease social isolation/promote social engagement.

Population Indicators and Performance Measures

The Senior Services Division has chosen three (3) population indicators that, in concert with our partners, we can impact in a way that contributes to the overall health and well-being of our population of seniors. The Division has aligned its performance measures with both these population indicators and with the goals and indicators delineated in the FY2015-17 Santa Fe County Health Action Plan.

Our priority goals one and two – increasing the number of seniors served through existing services including expansion into underserved areas and increasing senior's consumption of healthy food and promoting healthy food habits and practices – are in alignment with what may very well be the State's most important outcome for seniors. The New Mexico Legislature, working on the advice on the Legislative Finance Committee, the New Mexico Department of Finance and Administration, and the New Mexico Aging and Long-Term Services Department (ALTSD), has determined that a "key" outcome measure for the ALTSD's Aging Network, of which Santa Fe County's Senior Services Division is a member, is to increase the "percent of older New Mexicans whose food insecurity is alleviated by meals received through the aging network". This outcome to which so many partners will contribute to is included in New Mexico's General Appropriation Act of 2015 and it is one for which we will all be held accountable. Collectively and as a community we need to commit to doing our part to ensure that seniors do not go hungry and have a sense for where their next meal is coming from.

Priority goal three – increasing access to home-based support services to allow seniors to age in place in a safe environment – is consistent with New Mexico's long-standing commitment and investment in home and community-based services (HCBS). For many years, New Mexico has ranked at or near the top of the national rankings for the percentage of its Medicaid long-term care spending allocated for home and community-based services. The SSD shares in this commitment of providing access to services in the least restrictive setting that maximizes independence and affordability by providing transportation services to more seniors and initiating HCBS services such as homemaker, chore and personal care.

Population Indicators

- Percentage of adults who consume five (5) or more fruits and vegetables a day (*Indicator identified in Community Health Action Plan, Data Source BRFSS*)
- Percentage of Fall-related Unintentional Injury Death Rates Among Adults 65+ Years of Age (*Indicator identified by CSD/SSD, Data Source, NM DOH - IBIS*)
- Percentage of adults who meet physical activity recommendations (*Indicator identified by CSD/SSD*)

Goal One: Increase the number of seniors served through existing services including expansion into underserved areas.

Senior Services Actions	Timeline	Responsible	Performance Measures	Funding Source
1.1 Build and staff a new Senior Center on Highway 14 to serve growing population.	2016-2017	CSD & Public Works	Completion of facility; Number of seniors served at Senior Center	County
1.2 Develop and implement a public awareness and outreach program to ensure that seniors know about and use existing services and Senior Centers.	2015-2016	CSD	Number of seniors served Countywide	County
1.3 Provide educational programs targeted to 60-65 age group and others (such as navigating medical insurance/services).	2015-2016	SSD & Community Partners	Number of younger seniors attending education programs and participating in Senior Centers	County
1.4 Explore needs in areas with growing senior population such as Pecos, La Cienega and Hyde Park. Hold public meetings to gather information on unmet needs for future program development.	Ongoing	CSD/BCC	Number of public meetings held and number of seniors who provide input	N/A
1.5 Advocate for expanded Federal and State resources to serve the growing senior population in Santa Fe.	Ongoing	CSD/SSD	Increased funding to support programs	N/A

1.6 Reorganize to best address the need for an enhanced “on-site” senior center presence at Centers with high demand and more efficiently utilize existing staff at Centers with lower utilization rates. (e.g. sharing a cook position between Rio En Medio and El Rancho).	2015-2016	CSD/SSD	Staffing and resource plan completed; Organizational chart completed	N/A
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Goal Two: Increase senior's consumption of healthy food and promote healthy food habits and practices.

Senior Services Actions	Timeline	Responsible	Performance Measures	Funding Source
2.1 Increase the number of home delivered meals to seniors in Santa Fe County.	Ongoing	SSD	The number of meals delivered to homebound seniors increases 10% annually over five years.	AAA, County
2.2 Provide free or subsidized meals to seniors at senior center.	Ongoing	SSD	The number of congregate meals served increases by 5% annually over 5 years.	AAA, County
2.3 Integrate fresh food/produce into meals provided at SFC Senior Centers.	Ongoing	SSD	70% of produce served through senior centers is fresh	No Additional Funding
2.4 Work with Feeding Santa Fe to establish a pilot for the delivery of groceries to home bound seniors.	2015-2016	SSD	25 Seniors receive weekly groceries delivered by Senior Services	No Additional Funding
2.5 Provide educational training to Seniors on nutrition.	Ongoing	SSD	Nutrition education is provided quarterly at all Senior Centers	No Additional Funding
2.6 Support community gardens at Senior Centers.	Ongoing	CSD	Community gardens are established at five Senior Centers	County
2.7 Develop and implement a survey to collect data about whether seniors are adopting healthy food practices.	2016-2017	SSD	Increase in number of seniors reporting that they consume more than 5 fruits and vegetables per day	County

Goal Three: Increase access to home-based support services to allow seniors to age in place in a safe environment.

Senior Services Actions	Timeline	Responsible	Performance Measures	Funding Source
3.1 Increase the units of transportation being provided to seniors to assist them with greater access to medical services.	Ongoing	SSD	The number of transportation units will increase 5% annually over the next five years.	AAA, County
3.2 Develop a pilot project for the provision of homemaker and chore services to serve the frail elderly in Santa Fe County who are living alone.	2016-2017	SSD, CSD	The number of Seniors provided with chore services	AAA, County
3.3 Collaborate with SF County Housing Division on a joint study of housing needs for seniors.	2016-2017	CSD, SSD, Housing	Housing needs assessment	TBD
3.4 Develop a pilot project for the provision of case management services to connect the frail elderly to community based services, including Personal Care Services (PCOs).	2017-2018	SSD	Number of seniors who receive case management services and number of service units; Number of seniors enrolled in PCO services	TBD

Goal Four: Reduce incidents of falls and fall-related injuries among seniors.

Senior Services Actions	Timeline	Responsible	Performance Measures	Funding Source
4.1 Implement evidenced-based Tai Chi programs at Santa Fe County Senior Centers.	2016-2017	SSD	Number of seniors participating in Tai Chi classes	AAA, County
4.2 Develop a program to assess and address home safety risks and home modifications needed.	2016-2017	SSD, CSD	Number of home safety checks	AAA, County
4.3 Develop and implement a survey to collect data around falls and fall-related injuries for those participating in Tai Chi programs as well as the general senior population served.	2016-2017	SSD	Decreased number of seniors reporting falls and fall-related injuries who are participating in the Tai Chi programs	County

Goal Five: Increase seniors' social networking and physical activity levels to decrease social isolation and promote social engagement.

Senior Services Actions	Timeline	Responsible	Performance Measures	Funding Source
5.1 Implement classes such as chair aerobics and exercise classes at each of the Senior Centers.	Ongoing	SSD	Percentage of seniors who report increased activity levels	TBD
5.2 Organize day/field trips at each of the Centers.	Ongoing	SSD	Number of seniors participating in trips	TBD
5.3 Provide educational programs at Senior Centers including arts, crafts, and other areas identified by Seniors.	Ongoing	SSD	Number of seniors participating in classes	TBD
5.4 Pilot a "Walking Club" to increase activity levels utilizing local hiking trails.	2016-2017	SSD	Number of seniors participating in physical activity	TBD
5.5 Develop and implement a survey to collect data on seniors reporting increased physical activity levels.	2016-2017	SSD	Number of seniors reporting increased physical activity levels.	TBD

Acknowledgements

Developing a focused and comprehensive approach to addressing the many needs of our growing and diverse population of seniors cannot be produced or successfully implemented in a vacuum. Absent the participation of our many valued partners, this strategic plan would not be possible. We are on a path, as are our partners, to operating programs that are as effective and efficient as possible and to doing our part to maximize the positive impact that we, collectively, can have on the lives of seniors and those that care for seniors. There are myriad of daunting challenges on this path, including an anticipated exponential growth in the population of New Mexico's seniors. It is worth noting that New Mexico's national ranking in the percentage of its population that is 60+ was 44th among our 50 states in 2010. It is projected that in the next two decades New Mexico's ranking will be skyrocketing into the top ten, with some projections estimating that we will climb to as high as 4th in the national rankings. It is imperative that we work in partnership to navigate the increasingly challenging road before us.

From a methodology perspective, the Community Services Department and the Senior Services Division hosted a community input session and individual meetings with the Board of County Commissioners to solicit ideas about needs and gaps that the County should address in its five-year strategic plan for seniors. Seniors from all seven Senior Centers; Santa Fe County staff; representatives from the Non-Metro Area Agency on Aging (NMAAA); Con Alma Health Foundation; New Mexico Aging and Long-Term Services Department; the Food Depot; and Feeding Santa Fe participated in the community input sessions. Though our pages are too limited to name you all, our gratitude runs deep.

To our many spirited, passionate, and dedicated partners – Many Thanks! We greatly appreciate your contributions, ideas and hopes for the health and well-being of our Santa Fe County seniors.

Santa Fe County Community Services
Department
Senior Services
Strategic Plan
2016-2020

Presentation to Board of County Commissioners
September 27, 2016

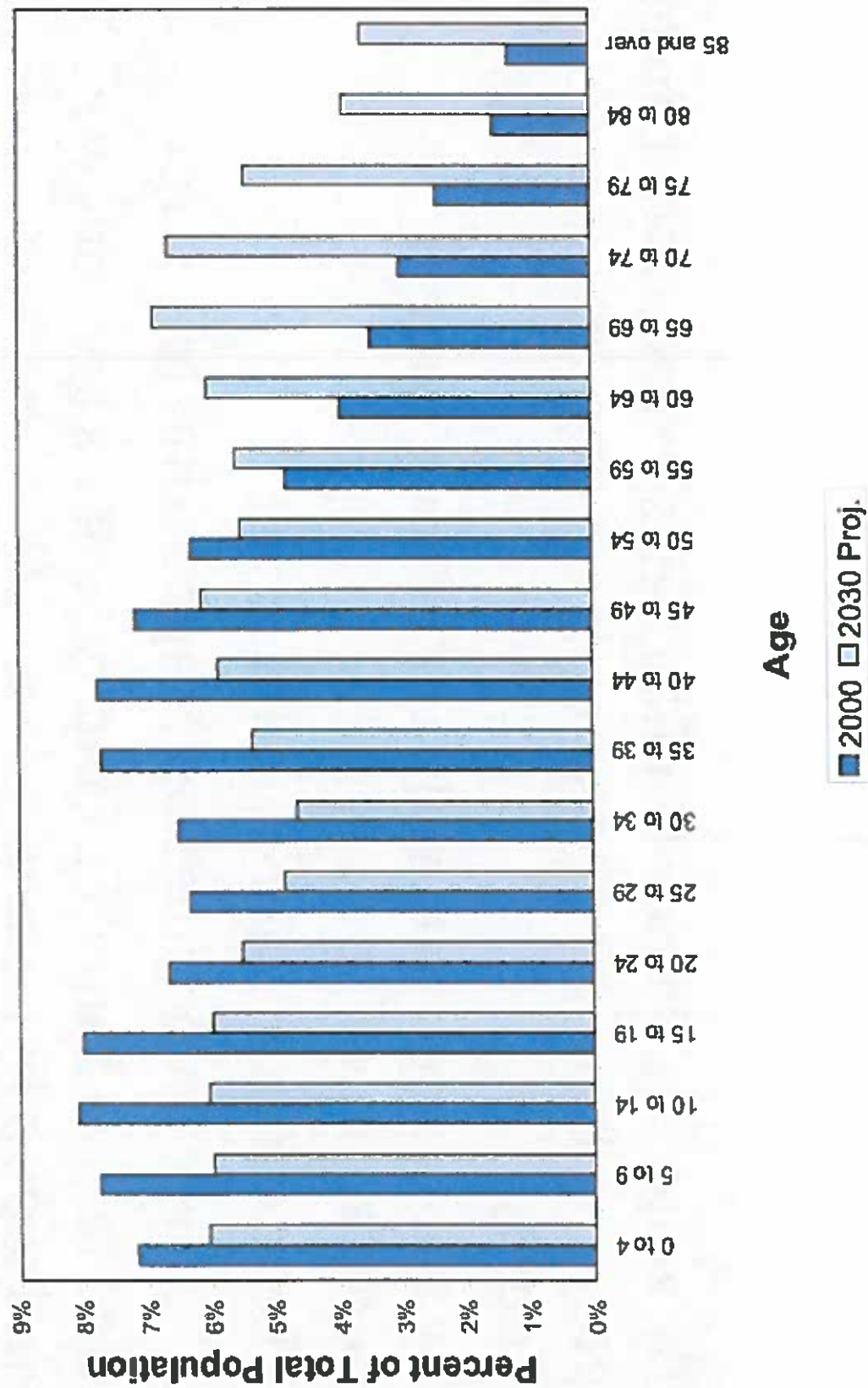
Senior Services Vision Statement

**PROMOTING
HEALTHY,
INDEPENDENT
LIVES FOR SENIORS**

Fast Facts

- By 2040 the Senior Population is expected to triple, growing from 20,000 to over 60,000 in Santa Fe County
- By 2040 approximately 1/3 of the County's population will be over 60
- The median age for seniors is 72
- The over 80 population is approximately 2,100
- One in five Santa Fe County seniors are widowed, and 7,000 live alone

New Mexico Population Distribution by Age **2000 and Projected 2030**



Senior Services Funding

SFC Senior Services – 5-Year Trend



Current Service Array



Senior Center Locations

- Edgewood
- Eldorado
- Rio En Medio
- El Rancho
- Chimayo
- Santa Cruz
- Rufina Meal Site

Current Staffing Patterns

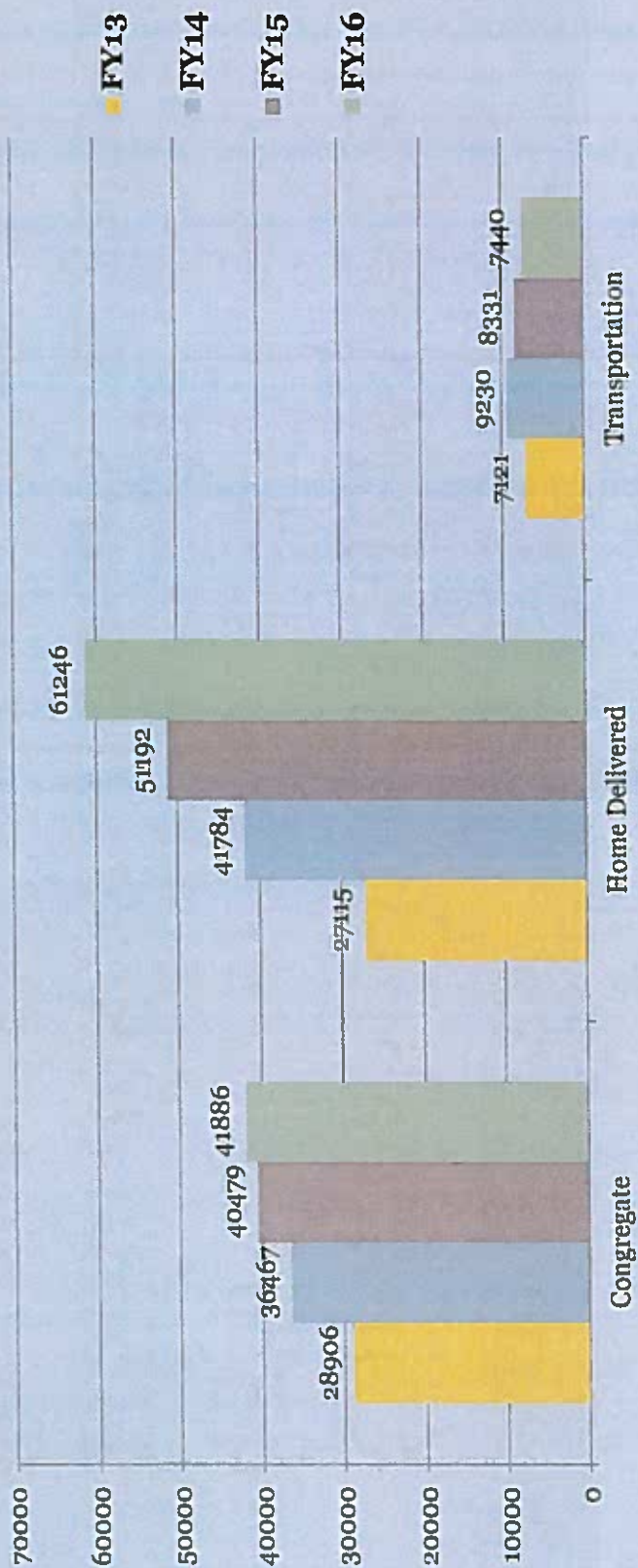
- Senior Services has 28 employees
 - 4 Administrators, 1 Secretary
 - 1 Accountant
 - 1 Inventory Specialist
 - 7 Cooks
 - 9 Drivers/Cook Assistants
 - 1 Cooks Assistant
 - 4 Activity Coordinators

Fast Facts on Services Delivery

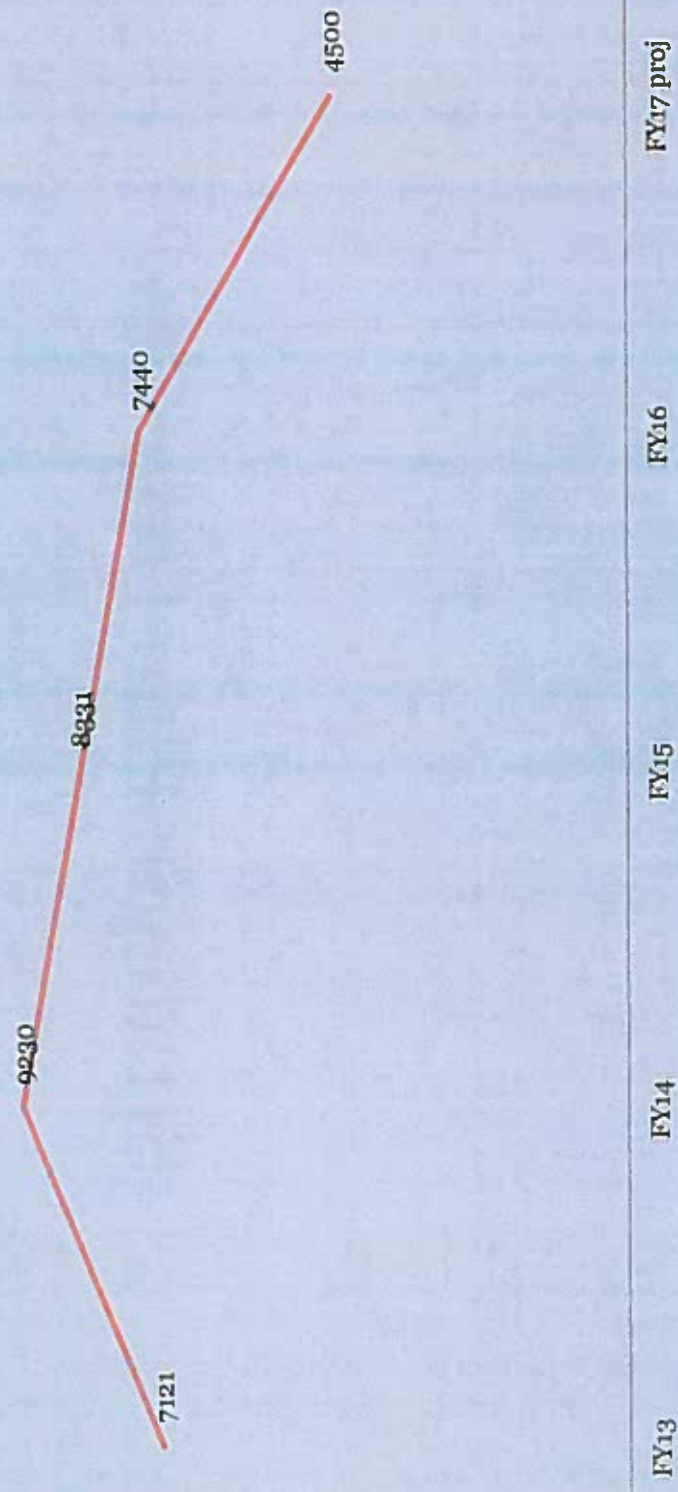
- From FY13 to FY16
 - Congregate meals increased by 45%
 - Home delivered meals increased by 126%
 - Transportation increased by 4.5%

Current Services

Units Served



Transportation Services



Strategic Plan Overview

Strategic Plan Process and Community Input

- **Stakeholders Meeting**
Representatives from Senior Center, AAA, Advocacy groups, Santa Fe County, State Agencies, non-profit partners
- **Independent Interviews**
Con Alma Foundation and individual stakeholders
- **Individual meetings with all BCC Commissioners**

Core Values

Vision: Healthy, Independent Lives for seniors

Mission: To deliver quality services to promote the independence and well being of seniors of Santa Fe County

Core Values: Our work will be guided and informed by our beliefs and commitments to:

- **Respect** – we believe all seniors should be treated with respect and dignity
- **Responsiveness** – we are committed to being supportive and responsive to individual needs of seniors
- **Hard work** - we strive to meet seniors' needs with dedication and focus
- **Kindness** – we approach our work with compassionate and caring attention
- **Quality** – we strive for excellence in our programs and services
- **Safety** – we support the safety and independence of the seniors we serve

Priority Goals

- **Goal One:** Increase the number of seniors served by existing services Countywide including expansion into underserved areas
- **Goal Two:** Increase seniors' consumption of healthy foods and promote healthy habits/practices
- **Goal Three:** Increase access to home-based support services to allow seniors to age in place in a safe environment
- **Goal Four:** Reduce incidents of falls and fall-related injuries among seniors
- **Goal Five:** Increase seniors' social networking and physical activity levels to decrease social isolation/promote social engagement

Population Indicators

- Percentage of adults who consume 5 or more fruits and vegetables a day (***Indicator identified in Community Health Action Plan***)
- Percentage of Fall-related Unintentional Injury Death Rates Among Adults 65+ Years of Age (***Indicator identified by CSD/SSD***)
- Percentage of adults who meet physical activity recommendations (***Indicator identified by CSD/SSD***)

Proposed Priority Actions 2016-2020

- Expand existing services—10% a year for home delivered, 5% on transportation and congregate meals
- HWY 14 Senior Center/underserved areas
- Examine the possibility of contract food service
- Public awareness and outreach
- Home safety checks
- Home delivery of bulk food
- Develop pilots for home based services for the frail elderly such as homemaker, chore, case management

Food For Thought

- The senior population in Santa Fe County is increasing dramatically
- Current services in the areas of congregate and home delivered meals are growing rapidly
- Transportation need continues to grow and exceeds the capacity of the Division
- Revenues are not growing in proportion to current demand and projected population growth
- HWY 14 will require recurring operational resources
- The frail elderly population do not have sufficient support in our County

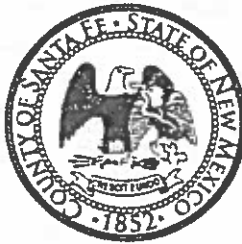
III. Action Items

B. 6. Request Authorization to Enter Into a Santa Fe County Affordable Housing Agreement with RCS – Turquoise Trail South LLC, for Turquoise Trail North. (Growth Management Department/Rosemary Bailey) TABLED

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Date: September 27, 2016

To: Santa Fe Board of County Commissioners

From: Robert Griego, Planning Manager *RG*
Rosemary Bailey, Housing Specialist *RB*

Via: Penny Ellis-Green, Growth Management Director *PEG*

Re: **REQUEST AUTHORIZATION TO ENTER INTO SANTA FE COUNTY
AFFORDABLE HOUSING AGREEMENT WITH HOMEWISE INC. FOR
TESSERA 2**

SUMMARY:

Santa Fe County Affordable Housing Agreement for Tessera 2 between Homewise, Inc. and Santa Fe County.

BACKGROUND:

On August 12, 2014, in CDRC Case No. S-10-5551, the Board of County Commissioners conditionally approved the Preliminary Plat and Development Plan for the Project which consists of 78 Residential lots. Section 13.2 and 13.3 of the SLDC require an Affordable Housing Agreement prior to the recordation of the Final Plat. The proposed agreement is attached as Exhibit A. Staff has met with developer and the County Attorney's Office to draft the agreement. The main provisions of the Agreement are summarized herein.

- Tessera 2 Affordable Housing obligation, (15%) which is applied to seventy eight (78) lots in project resulting in twelve (12) Affordable Units. Applicant agrees to cause to be built and sold three (3) Affordable Unit for Income Range 1, three (3) Affordable Unit for Income Range 2, (3) Affordable Unit for Income Range 3, and (3) Affordable Unit for Income Range 4. The Affordable Unit shall be sold to Eligible Buyers, who shall pay no more than the Maximum Target Housing Prices in accordance with in the Regulations.
- Periodic Adjustment of Maximum Target Housing Prices. The Maximum Target Housing Prices set forth in the Regulations may be adjusted annually and the Applicant agrees to be subject to the adjusted prices.
- Adjustment of Maximum Target Housing Prices Due to Homeowners Association ('HOA') fees. In the event that the HOA fees applicable to an Affordable Unit exceeds \$100 per month (regardless of the billing cycle), the Maximum Target

Housing Price for each Affordable Unit shall be reduced by the Applicant so that the buyer's monthly mortgage payment is reduced by the amount that the monthly fee exceeds \$100. Applicant must disclose all applicable HOA fees to the County and make any required adjustment to the Maximum Target Housing Price in order for the Affordable Unit sale to be certified as a Qualified Transaction.

- **Development Schedule.** Applicant shall cause to build and sold at least 1 Affordable Unit for every approximately 6 market rate units until all 12 Affordable Units are sold through Qualified Transactions.

Staff Recommendation:

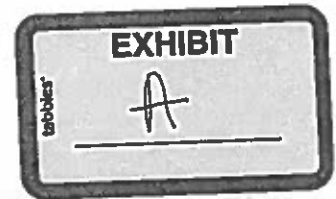
Staff recommends that approval of the Santa Fe County Affordable Housing Agreement for Tessera 2.

Attachments:

Exhibit A: Santa Fe County Affordable Housing Agreement for Tessera 2.

Exhibit B: Integration of Affordable Units

SANTA FE COUNTY
AFFORDABLE HOUSING AGREEMENT
TESSERA 2



This Affordable Housing Agreement (the "Agreement") for Tessera 2 residential subdivision (the "Project") is between Homewise, Inc. ("Applicant"), a New Mexico corporation whose address is 1301 Siler Road, Building D, Santa Fe, New Mexico 87507, and Santa Fe County ("County"), a political subdivision of the State of New Mexico whose address is 102 Grant Avenue, Santa Fe, New Mexico 87501.

RECITALS:

A. On August 12, 2014, in CDRC Case No. S-10-5551, the Board of County Commissioners ("Board") conditionally approved the Preliminary Plat and Development Plan for the Project, which consists of 78 residential lots.

B. County Ordinance No. 2006-02, as amended ("Affordable Housing Ordinance"), which the Board has been incorporated into the County Sustainable Land Development Code ("SLDC"), requires Applicant to provide a certain percentage of Affordable Housing Units ("Affordable Units") within the Project or comply with the Ordinances through approved alternative means.

C. In County Resolution No. 2010-189, the Board adopted the County Affordable Housing Regulations ("Regulations") to further implement the Ordinance.

D. Pursuant to the Ordinance and Regulations, Applicant submitted an Affordable Housing Plan, attached hereto as Exhibit A, which has been approved by the County.

E. The Affordable Housing Plan describes the general location, total number of units, a description as to the type and design of those units, the general pricing structure, and the proposed phasing of the Affordable Housing within the Project.

F. Prior to or along with recordation of the final plat for the Project, the Applicant and the County must enter into and record an enforceable Affordable Housing Agreement, which incorporates the Affordable Housing Plan and (among other things), specifies any approved alternative means of compliance and identifies the exact location of the Affordable Units in the Project.

G. The purpose of this Agreement is to fulfill the requirements of the Ordinances and Regulations.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the County and Applicant hereby agree as follows:

1. **Definitions.** All capitalized terms herein have the same meanings given them in the Ordinances and the Regulations.
2. **Controlling Affordable Housing Ordinance and Regulations; Required Percentage of Affordable Units.** The Ordinance and the Regulations shall apply to this Project and shall govern the Applicant's performance of all obligations under this Agreement, unless otherwise stated herein. The applicable affordable housing percentage for the Project is percent 15%.
3. **Required Affordable Housing Units and Lots; Maximum Target Housing Price; Contract Price; Home Standards.** The 15% affordable housing requirement is applied to the 78 lots in the Project, resulting in a requirement of 12 Affordable Units. Applicant agrees to cause to be built and sold: 3 Affordable Units in Income Range 1; 3 Affordable Unit in Income Range 2; three (3) Affordable Unit in Income Range 3; and 3 Affordable Units in Income Range 4. The Affordable Units shall be sold to Eligible Buyers or Entry Market Buyers, as applicable, who shall pay no more than the latest Maximum Target Housing Prices adopted by the County in accordance with in the Regulations. The Maximum Target Housing Prices represent the maximum amount to be paid by the Eligible Buyer or Eligible Entry Market Buyer after applying the amount subject to the County Affordability Mortgage or Lien (collectively, "Affordability Lien"). However, the contract sales prices, as set forth in the HUD-1 settlement statement, for all Affordable Units shall be set at 95% of the unit's appraised market value. The Affordable Units required under this Agreement shall meet minimum structural requirements, minimum bedrooms and bathrooms, minimum heated floor area, energy efficiency requirements and other requirements set forth in the Ordinance and the Regulations, unless otherwise stated herein.
4. **Adjustment of Maximum Target Housing Prices Due to Homeowner's Association ("HOA") Fees.** In the event that the HOA fees applicable to an Affordable Unit exceeds \$100 per month (regardless of the billing cycle), the Maximum Target Housing Price for each Affordable Unit shall be reduced by the Applicant so that the buyer's monthly mortgage payment is reduced by the amount that the monthly HOA fee exceeds \$100. Applicant must disclose all applicable HOA fees to the County and the buyer and make any required adjustment to the Maximum Target Housing Price in order for the Affordable Unit sale to be certified as a Qualified Transaction.
5. **Alternate Means of Compliance in Lieu of Construction.** The Applicant has not proposed and the County has not accepted any Alternative Means of Compliance under Section 13.7 of the SLDC.
6. **Affordable Housing Development Schedule.** Applicant shall cause to be build and sold at least 1 Affordable Unit for every approximately 6 market rate units until all 12 Affordable Units are sold through Qualified Transactions; *provided*, however, that Applicant

shall cause to be built and sold all 12 Affordable Units to Eligible Buyers or Entry Market Buyers, as applicable, in accordance with this Agreement within 7 years from the effective date of this Agreement, which time shall be extended an additional 3 years by the County if a proportional number of market rate units also remains unsold at the end of 7 years. The County may further extend the deadline in the event of that severe and prolonged economic downturn in the housing market prevents Applicant from complying with the Development Schedule.

7. Integration of Affordable Units and Affordable Lots in the Project. As shown on Exhibit B attached to this Agreement, the Affordable Units are spread throughout the Development. Affordable Units shall be designed and built in conformance with the Ordinances, Regulations, Affordable Housing Plan (which is incorporated in this Agreement by reference), and this Agreement. Architectural and landscaping features of the Affordable Units and market rate units shall be similar in appearance.

8. Final Plat; Recordation Requirements. This Agreement shall be filed in the property records of the County Clerk before or along with the Final Plat for Phase 2. The Final Plat shall not identify the Affordable Lots but shall reference this recorded Agreement by Instrument Number, Book and Page. The Agreement shall apply to all phases of the Project. Recordation of the Final Plat prior to recordation of this Agreement shall be ineffective and shall constitute a breach of this Agreement and a violation of the Ordinance.

9. Marketing Plan. Applicant agrees to market the Affordable Units through print advertising, fliers and other promotional media, notice to the County, notice to affordable housing agencies whose mission it is to promote affordable housing and first time homebuyers, and notice to real estate brokers.

10. Closing of Qualified Transactions. All Qualified Transactions shall be closed in accordance with the procedures in this Section.

A. Notice of Closing; Appraisal. The Applicant shall give the County at least 10-days' advance written notice of the scheduled closing date for a Qualified Transaction. The notice shall include:

1. The name of the Eligible Buyer or Entry Market Buyer as well as a copy of their Certification of Eligibility;
2. The date and time of the scheduled closing;
3. The name and location of the title company closing the transaction and the name and telephone number of the closing agent;
4. An appraisal of the Affordable Unit being sold, which appraisal shall be:
(i) prepared by a properly licensed, certified real estate appraiser; (ii) paid for by the Applicant, unless such appraisal is required by the mortgage lender, in which case it shall be paid for by the lender or the Eligible Buyer; and (iii) prepared within the previous six (6) months.

B. Affordability Lien. The Ordinance' goals of having Affordable Units owner-occupied by Eligible Buyers and maintaining long term affordability shall be achieved through the execution at closing of a County Affordability Lien pursuant to Section 13.9 of the SLDC,

which "shall create a ... lien in favor of the County in the amount of the difference between the Maximum Target Housing Price and ninety-five percent of the unrestricted fair market value of the Affordable Unit at the time of initial sale, as determined by an appraisal approved by the County." As provided in Section 13.9 of the SLDC, the Affordability Lien shall also include a right of first refusal as set forth in the Ordinance and the Regulations. At least 2 business days prior to the date of the scheduled closing on an Affordable Unit, the County shall deliver to the title company (with a copy to the Applicant and the Eligible Buyer), the Affordability Lien. Any cost associated with the recording and returning of the Affordability Lien shall be borne by the Applicant.

C. Settlement Statement. The Applicant shall cause the title company to transmit, within 10 days of the closing of a Qualified Transaction, a copy to the County of the Settlement Statement (HUD-1) for the Qualified Transaction, signed by the seller and purchaser.

D. Certificate of Compliance. Upon receipt and review by the County of the closing statement from the title company or the Applicant, the County shall issue a Certificate of Compliance for the Qualified Transaction.

11. Incentives. In consideration of Applicant's obligations hereunder and in accordance with the Ordinance, the County shall waive all development fees for each Affordable Unit required under this Agreement.

12. Assignment.

A. Applicant shall not assign this Agreement, in whole or in part, except upon the express written consent of the County Land Use Administrator ("Administrator"), which consent shall not be unreasonably withheld. Applicant shall submit a written request to assign this Agreement to the Administrator at least 10 days prior to the proposed closing date, including the name and address of the proposed assignee and a copy of the proposed instrument of assignment. The assignment shall acknowledge this Agreement, affirmatively state that the assignee shall be bound by this Agreement to the same extent as the Applicant, and include such other terms as the Administrator may reasonably require to assure performance of this Agreement.

B. The sale of an Affordable Lot to any person other than an Eligible Buyer or Entry Market Buyer shall constitute a partial assignment of this Agreement requiring the County's prior written consent pursuant to Section 11(A) above. The sale of all Affordable Lots in a single transaction shall constitute an assignment of this entire Agreement requiring the Administrator's prior written consent pursuant to Section 11(A) above.

C. The sale of a single Affordable Housing Unit to an Eligible Buyer in a Qualified Transaction pursuant to this Agreement shall not constitute an assignment of this Agreement.

13. Successors and Assigns. This Agreement shall bind and inure to the benefit of Applicant's heirs, successors and assigns.

14. Default; Remedies.

A. Applicant shall be in default of this Agreement if fails to cause to be built and sold Affordable Units in accordance with this Agreement. Applicant shall be deemed to be in default if the Applicant: (1) assigns an Affordable Lot without the County's prior written consent; (2) sells an Affordable Unit to anyone other than an Eligible Buyer or Entry Market Buyer; (3) fails to comply with the Affordable Housing Development Schedule; or (4) fails to substantially comply Sections 3, 7, 8, and 10 of this Agreement. In the event of default, the County shall provide Applicant written notice of default and Applicant shall thereafter have 30 days to cure. (ii) and (ii) the remedy for Applicant breaching this Agreement by selling Affordable Lots to non-Eligible Buyers or not providing the required number of Affordable Units shall be to: (a) pay the County 50% of the latest Maximum Target Housing Price approved by the County for each required Affordable Unit; and (b) collect all development fees that were waived for each house on an Affordable Lot. Accordingly, County shall be entitled to the following remedies for the indicated breaches by Applicant of this Agreement, which remedies Applicant acknowledges and agrees are fair and reasonable.

B. The Applicant agrees that, in the event of Applicant's uncured default under this Agreement, the County will have no practical means of measuring its damages or other adequate remedy at law. Therefore, in the event of an uncured default, the County shall be entitled to the following remedies, in any combination, in addition to any other remedies that may be available to it:

1. For each Affordable Unit that is not timely constructed and sold in accordance with this Agreement, Applicant shall be deemed to have selected cash payment as an alternative means of compliance pursuant to Section 8.2.1 of the Regulations. For each such Unit, Applicant shall pay the County the applicable Maximum Target Home Price of the Affordable Unit that would have otherwise been constructed under this Agreement.

2. The County shall be entitled to injunctive relief to require Applicant to specifically perform this Agreement.

3. If Applicant received a density bonus, the County may require amendment of the final plat to comply with density requirements without the bonus or, if the Project is within a receiving area, require Applicant to obtain transferrable development rights to support the density.

4. For each Affordable Unit that is not timely constructed and sold to an Eligible Buyer or Entry Market Buyer, Applicant shall pay whatever fees and costs may have been waived under this Agreement.

5. The County may refuse to grant any further development approvals required for the Project or related future phases until Applicant performs this Agreement or makes all required remedial payments.

C. The County may seek a combination of cash payments and injunctive relief, as the County deems appropriate, but shall not be entitled to double recovery.

D. If the County substantially prevails in a judicial action to enforce this Agreement, the County shall be entitled to its reasonable attorney's fees.

15. Termination. This Agreement shall terminate upon the County issuing a certificate of compliance with the Agreement in accordance with Section 7.5 of the Regulations. In the event of Applicant's default under this Agreement, the County may seek all remedies provided under Section 14, in which case this Agreement shall terminate upon Applicant's cash payment or specific performance as to each Affordable Unit required under this Agreement and payment of all required fees and costs.

16. Miscellaneous Provisions.

A. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico. In the event of a dispute between the parties concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

C. No actions taken by the parties following a breach of any of the terms contained in this Agreement shall be construed to be a waiver of any claim or consent to any succeeding breach of the same or any other term.

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

E. Within 15 days of the County's written request, Applicant shall provide the County with such documentation the County reasonably deems relevant to establish Applicant's compliance with this Agreement. If Applicant fails to provide the information, the

County may assume Applicant' non-compliance and mail Applicant a notice of default pursuant to Section 14.

F. This Agreement shall not relieve Applicant from complying with present or future County ordinances, duly adopted resolutions or regulations applicable to development within the County.

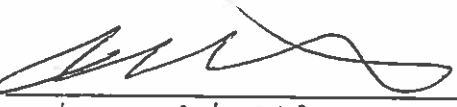
G. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties thereto.

H. The parties do not intend to create any third-party beneficiaries to this Agreement, which may only be enforced by the parties hereto.

I. This Agreement shall be filed and recorded.

APPLICANT:

HOMEWISE INC.

By:  (Signature)
Michael Loftin (Name)
CEO (Title)

SANTA FE COUNTY

By: _____
Miguel M. Chavez, Chair
Board of County Commissioners

Date: _____

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

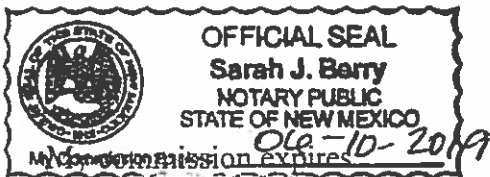

Gregory S. Shaffer, Santa Fe County Attorney

Date: 9/15/2016

APPLICANT'S ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

The foregoing was acknowledged before me this 1 day of September,
2016, by Michael Loftin (name), CEO (title) of
Homewise Inc., on behalf of said company.



Sarah J. Berry
Notary Public

09-10-2019

