



Agenda Item Number: 6-6-13.11C(1)

**SANDOVAL COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**Date of Commission Meeting:**

June 6, 2013

**Division / Elected Office:**

Community Services

**Staff Contact:**

Peggy Folk Cote, Director, Community Services

**Title of Item:**

Senior Program Retired Senior Volunteer Program Contract for FY 2013-14

**Action Requested:**

Motion to Approve Senior Program Retired Senior Volunteer Program Contract No. 14-624-4000-0064 between Sandoval County and Aging & Long-Term Services Department in the Amount of \$47,980, beginning July 1, 2013 and ending June 30, 2014.

**Summary:**

This grant funds, in part, the activities of the Retired Senior Volunteer Program which includes partial salary and benefits for the Volunteer Coordinator and Program Assistant, a quarterly volunteer reimbursement for mileage and meals for approximately 120 RSVP volunteers, and a small amount for recognition of the volunteers.

**Attachments:**

Contract No. 14-624-4000-0064

**FISCAL IMPACT**

This is the only grant we receive to support this service and it is included in the 2013-14 budget.



Agenda Item Number: 6-6-13.11C(1)

**STAFF ANALYSIS SUMMARY**

**County Manager:**

Recommend Board of County Commission approval. PPR 5/28/2013

**Initiating Elected Official/  
Division Director:**

Peggy Folk Cote, Director of Community Services

**Legal:**

Approved as to form. PFT 5/17/2013

**Finance:**

Recommend Approval. CCH 5/17/13

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #14-624-4000-0064

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Aging and Long-Term Services Department, hereinafter referred to as the "Agency," and County of Sandoval, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Aging and Long-Term Services Department (ALTSD).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the scope of work. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$47,980.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the

date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE ALTSD. This Agreement shall begin on July 1, 2013 and terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH

OF THIS AGREEMENT.

D. 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 records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico 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 Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

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. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. 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 developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which, a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**14. 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.

**15. Penalties for violation of law.**

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.

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

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

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

20. 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.

21. 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.

22. Enforcement of Agreement.

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

23. 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:

To the Agency: Juan Lopez  
2550 Cerrillos Road  
Santa Fe, NM 87505

To the Contractor: County of Sandoval  
PO Box 40  
Bernalillo, NM 87004

24. Authority.

If Contractor is other than a natural person, 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.

The remainder of this page is left blank intentionally.

Contract ID#14-624-4000-0064

EXECUTED AND AGREED TO by signatures below.

By: \_\_\_\_\_  
Aging and Long-Term Services Department

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

By: \_\_\_\_\_  
ALTSD's Legal Counsel -- Certifying legal sufficiency

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

By: \_\_\_\_\_  
ALTSD's Chief Financial Officer

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

By: \_\_\_\_\_  
Darryl F. Madalena, Chairman  
Sandoval County Commission

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

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-503322-008

By: \_\_\_\_\_  
Taxation and Revenue Department

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

**Attachment One**  
**Scope of Work**

**A. The Contractor shall:**

Provide services to administer a "Retired and Senior Volunteer Program" in order to provide a variety of opportunities for persons aged fifty-five (55) and over to participate more fully in the life of their communities through significant volunteer service.

**General Provisions :**

**1. General Administration.**

The Contractor agrees to administer the Retired Senior Volunteer Program according to the approved project application and the Notification of Grant Award (NGA) attached hereto and incorporated herein by reference. The Contractor further assures:

- A. It will comply with rules and regulations pursuant to the Laws of the State of New Mexico, the Department policies and procedures, and in accordance with Public Law 93-113, Domestic Volunteer Services Act, as amended, and the federal Retired Senior Volunteer Program Handbook.
- B. It will provide for necessary supervision and technical assistance as needed and/or requested.
- C. It will notify the Department of any anticipated legal action involving the funds awarded under this Agreement.
- D. It will comply with all reporting requirements of the Department. It will furnish to the Department monthly expenditure reports and other necessary information the Department requires for the administration of the approved project plan. Expenditure reports are due by the tenth (10<sup>th</sup>) working day after the last day of each month.

**2. Compensation.**

Compensation shall be used for volunteer support expenses. A plan, with a specific annualized budget for state funds, submitted by the Contractor outlining specific services to be provided, has been approved by the Department. The NGA, attached hereto, represents the annualized budget and is incorporated herein by reference. The implementation of the plan requires the provision of initial administrative and coordination services necessary for delivery of services to the elderly. These include establishing the administrative function, recruiting and training volunteers and identifying volunteer stations. Upon certification by the Contractor that such initial services have been provided, an initial reimbursement of an amount not to exceed twelve percent (12%) of the total annualized state budget shall be made within fifteen (15) working days of the execution of this Agreement. Thereafter, reimbursements shall be made based on monthly expenditure and draw down reports furnished by the Contractor.

3. Audit.

The Contractor will provide a financial and compliance audit report to the Department covering the period July 1, 2013 to June 30, 2014. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend 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, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.
- C. Non-governmental contractors or subcontractors, who expend between \$25,000 in state and federal 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 this Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors that expend less than \$25,000 in combined federal and state dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these Agreements shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental 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.
- F. The Contractors 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 A-122, Cost Principles for Nonprofit Organizations in determining the allow ability of costs.

4. Compliance with Notification of Grant Award (NGA).

The Contractor shall abide by all grant conditions set out in the NGA and attached hereto and hereby incorporated by reference.

5. Gross Receipts Tax.

The New Mexico gross receipts tax is not applicable as the Contractor is tax exempt.

6. Key Personnel.

The State Agency shall be notified of all changes in Key Personnel as enumerated under Part 74, Section 103-C, of the Administration of Grants Federal Regulations, Title 45, Part 74. The State Agency considers the following individual to be Key Personnel:

A. Project Director.

7. Non-Discriminating Service Delivery.

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

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided under the funding for this program;
- D. 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;
- E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must be in order to receive any aid, care, services, or other benefits provided under the funding for this program;
- F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program;
- G. 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, 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

preference, age or handicap.

**B. Services will be performed within Sandoval County.**

**C. Performance Measures:**

The New Mexico Aging and Long-Term Services Department Statewide Plan for Serving New Mexico's Elders, October 1, 2013 to September 30, 2017 includes as part of the plan the provision for Volunteer Service opportunities, page 29, as follows:

**Retired and Senior Volunteer Program (RSVP)**

The Retired Senior Volunteer Program has the dual purpose of engaging persons 55 years of age and older in volunteer service to meet critical community needs and providing high quality experiences to enrich the lives of the volunteers. RSVP encourages older adults to share their lifetime talents, experiences, and skills with community projects and organizations needing their expertise. Retired Senior Volunteers remain physically and mentally active and enhance their self esteem through continued participation in their communities. New Mexico has seventeen RSVP sites with more than 6,600 volunteers enrolled at 840 volunteer stations throughout the state. These volunteers provide more than 1,064,200 hours of service annually in communities throughout New Mexico.

**Objective**

Continue to enroll additional volunteers to serve their communities and meet growing demand.

**Action**

Secure additional funding to supplement travel expenses for additional volunteers statewide.

Performance Measures in Scope of Work shall contain measurable goals and objective that are linked to the performance measures of the Agency's Strategic Plan:

**Goal:** To engage persons age 55 and older, in volunteer service to meet critical community needs by providing 220 volunteers and 48,350 hours of service, and to provide high quality experiences to enrich the lives of the volunteers.

**Objective:** To encourage older adults to share their lifetime talents, experiences, skills and hobbies with community projects and organizations needing volunteer talent.

**Activities:** Identify organizations in need of volunteers.

**AGING & LONG TERM SERVICES DEPT. NOTIFICATION OF GRANT AWARD  
RETIRED AND SENIOR VOLUNTEER PROGRAM**

NGA DATE: May 2013

<b>GRANTEE:</b> Sandoval County <b>ADDRESS:</b> P.O. Box 40 Bernalillo, NM 87004 <b>PHONE:</b> 505-404-5818		<b>APPROVED BUDGET FOR THE PERIOD:</b> FROM: July 1, 2013 TO: June 30, 2014 <b>TYPE OF GRANT OR ACTION:</b> New or Cont.: XX Revision:			
BUDGET CATEGORY	TOTAL	FEDERAL	STATE	LOCAL	
<b>VOLUNTEER SUPPORT EXPENSES:</b>					
Personnel	25,845	0	18,395	7,450	
Fringe Benefits	16,065	0	10,858	5,207	
Staff LOCAL Travel	0	0	0	0	
Staff LONG DISTANCE Travel	0	0	0	0	
Equipment	0	0	0	0	
Supplies	0	0	0	0	
Contractual Service	0	0	0	0	
Other: Communications	0	0	0	0	
Printing	0	0	0	0	
Space and Utilities	0	0	0	0	
Other Allowable Costs	0	0	0	0	
InDirect Costs	0	0	0	0	
Subtotal	\$41,910	\$0	\$29,253	\$12,657	
<b>VOLUNTEER EXPENSES:</b>					
Personnel: Stipends	0	0	0	0	
Fringe Benefits:					
Meals	6,697	0	6,697	0	
Uniforms	0	0	0	0	
Insurance	2,050	0	2,050	0	
Physical Examinations	0	0	0	0	
Volunteer Travel	9,200	0	9,200	0	
Supplies	0	0	0	0	
Contractual Service	0	0	0	0	
Other: Recognition	1,880	0	780	1,100	
Other Allowable Costs	0	0	0	0	
Subtotal	\$19,827	\$0	\$18,727	\$1,100	
<b>GRAND TOTALS</b>	\$61,737	\$0	\$47,980	\$13,757	
<b>PERCENT OF TOTAL COST</b>	100%	0%	78%	22%	
<b>COMPUTATION OF GRANT</b>					
1. Estimated Total Cost .....	\$61,737	8. Federal/State Shares will be Comprised of:			
2. Non-federal/state share of net cost.....	\$13,757	a. Grant unearned in previous project year(s).....			
3. Federal share of net cost .....	\$0	Federal:			
4. State Share of Net Cost .....	\$47,980	State:			
		b. Carry Over.....			
		Federal:			
		State:			
		c. New Obligational Authority Herein Awarded.....			
		Federal:			
		State: \$47,980			

NOTIFICATION OF GRANT AWARD

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

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

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 Aging & Long-Term Serviced Department 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 Aging & Long-Term Services Department.
- 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 Aging & Long-Term Services Department.
- 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 Aging & Long-Term Services Department this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Aging & Long-Term Services Department 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 Aging & Long-Term Services Department.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.

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

ALTSD Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
Signature:	Signature: Darryl F. Madalena, Chairman Sandoval County Commission



Agenda Item Number: 6-6-13.11C(2)

**SANDOVAL COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**Date of Commission**

**Meeting:** June 6, 2013

**Division / Elected**

**Office:** Community Services

**Staff Contact:** Peggy Folk Cote, Director

**Title of Item:** Senior Program Senior Companion Program Contract for FY 2013-14

**Action Requested:** Motion to Approve Senior Program Volunteer Services, Senior Companion Contract No. 14-624-4000-0046 between Sandoval County and Aging & Long-Term Services Department in the Amount of \$54,700, beginning July 1, 2013 and ending June 30, 2014.

**Summary:** This grant funds the activities of the Senior Companion Program and includes partial salary and benefits for the Volunteer Coordinator and Program Assistant. It pays a \$2.65/hr. stipend to the Senior Companions who may work up to 20 hrs. per week working with seniors who are isolated, homebound, or who have suffered a recent loss in their life. To qualify to be a Senior Companion the senior must meet State determined financial eligibility.

**Attachments:** Contract No. 14-624-4000-0046

**FISCAL IMPACT**

This is the only grant we receive to support this service and it is included in the 2013-14 budget.



Agenda Item Number: 6-6-13.11C(2)

**STAFF ANALYSIS SUMMARY**

**County Manager:**

Recommend Board of County Commission approval. PPR 5/28/2013

**Initiating Elected Official/  
Division Director:**

Peggy Folk Cote, Director of Community Services

**Legal:**

Approved as to form. PFT5/17/2013

**Finance:**

Recommend Approval 5/20/13 CCH

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #14-624-4000-0046**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Aging and Long-Term Services Department, hereinafter referred to as the "Agency," and County of Sandoval, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Aging and Long-Term Services Department (ALTSD).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the scope of work. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$54,700.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the

date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE ALTSD. This Agreement shall begin on July 1, 2013 and terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH

OF THIS AGREEMENT.

D. 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 records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico 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 Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

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. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. 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 developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. 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.

**15. Penalties for violation of law.**

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.

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

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

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

20. 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.

21. 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.

22. Enforcement of Agreement.

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

23. 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:

To the Agency: Juan Lopez  
2550 Cerrillos Road  
Santa Fe, NM 87505

To the Contractor: County of Sandoval  
PO Box 40  
Bernalillo, NM 87004

24. Authority.

If Contractor is other than a natural person, 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.

The remainder of this page is left blank intentionally.

EXECUTED AND AGREED TO by signatures below.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Aging and Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ALTSD's Legal Counsel – Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ALTSD's Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darryl F. Madalena, Chairman  
Sandoval County Commission

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-503322-008

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

**Attachment One**  
**Scope of Work**

**A. The Contractor shall:**

Provide meaningful part-time volunteer opportunities for low-income elderly persons aged (55) and older who will be known as "Senior Companions" in order to render support services to frail, homebound elderly.

**General Provisions :**

**1. General Administration.**

The Contractor agrees to administer the Senior Companion Program according to the approved project application and the Notification of Grant Award (NGA) attached hereto and incorporated herein by reference. The Contractor further assures:

- A. It will comply with rules and regulations pursuant to the Laws of the State of New Mexico, the Department policies and procedures, and in accordance with Public Law 93-113, Domestic Volunteer Services Act, as amended, and the federal Senior Companion Program Handbook.
- B. It will provide for necessary supervision and technical assistance as needed and/or requested.
- C. It will notify the Department of any anticipated legal action involving the funds awarded under this Agreement.
- D. It will comply with all reporting requirements of the Department. It will furnish to the Department monthly expenditure reports and other necessary information the Department requires for the administration of the approved project plan. Expenditure reports are due by the tenth (10<sup>th</sup>) working day after the last day of each month.

**2. Compensation.**

Compensation shall be used for volunteer support expenses. A plan, with a specific annualized budget for state funds, submitted by the Contractor outlining specific services to be provided, has been approved by the Department. The NGA, attached hereto, represents the annualized budget and is incorporated herein by reference. The implementation of the plan requires the provision of initial administrative and coordination services necessary for delivery of services to the elderly. These include establishing the administrative function, recruiting and training volunteers and identifying volunteer stations. Upon certification by the Contractor that such initial services have been provided, an initial reimbursement of an amount not to exceed twelve percent (12%) of the total annualized state budget shall be made within fifteen (15) working days of the execution of this Agreement. Thereafter, reimbursements shall be made based on monthly expenditure and draw down reports furnished by the Contractor.

3. Audit.

The Contractor will provide a financial and compliance audit report to the Department covering the period July 1, 2013 to June 30, 2014. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend 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, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.
- C. Non-governmental contractors or subcontractors, who expend between \$25,000 in state and federal 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 this Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors that expend less than \$25,000 in combined federal and state dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these Agreements shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental 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.
- F. The Contractors 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 A-122, Cost Principles for Nonprofit Organizations in determining the allow ability of costs.

4. Compliance with Notification of Grant Award (NGA).  
The Contractor shall abide by all grant conditions set out in the NGA and attached hereto and hereby incorporated by reference.
5. Gross Receipts Tax.  
The New Mexico gross receipts is not applicable as the Contractor is tax exempt.
6. Key Personnel.  
The State Agency shall be notified of all changes in Key Personnel as enumerated under Part 74, Section 103-C, of the Administration of Grants Federal Regulations, Title 45, Part 74. The State Agency considers the following individual to be Key Personnel:
  - A. Project Director.
7. Non-Discriminating Service Delivery.  
The Contractor will not, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap;
  - A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
  - B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
  - C. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided under the funding for this program;
  - D. 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;
  - E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must be in order to receive any aid, care, services, or other benefits provided under the funding for this program;
  - F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program;
  - G. 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, 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 preference, age or handicap.

B. Services will be performed within Sandoval County.

C. Performance Measures:

The New Mexico Aging and Long-Term Services Department Statewide Plan for Serving New Mexico's Elders, October 1, 2013 to September 30, 2017 includes as part of the plan the provision for Volunteer Service opportunities, page 29, as follows:

**Senior Companion Program (SCP)**

The Senior Companion Program offers meaningful part-time volunteer community service opportunities to persons with low incomes, aged 55 or older, who provide supportive one-to-one services to older adults to assist them in remaining independent. These older adults may have physical or psychosocial needs, developmental disabilities or other functional limitations; services are provided primarily in their homes. Senior Companions receive stipends to support their work. Persons who serve as Senior Companions remain physically and mentally active and enhance their self esteem through continued participation in their communities. The frail elders served by the program are helped to maintain their independence. New Mexico has twenty-two Senior Companion Programs, with 455 active volunteers serving more than 1,440 homebound clients annually. New Mexico's Senior Companions provide over 456,200 hours of service annually.

**Objective**

Assist homebound individuals to remain in their own homes, living with dignity and avoiding institutionalization.

**Action**

Expand services to enroll additional Senior Companions to meet growing demands, as funding becomes available.

Performance Measures in Scope of Work shall contain measurable goals and objective that are linked to the performance measures of the Agency's Strategic Plan:

Goal: To provide meaningful part-time volunteer opportunities to 8 persons with low incomes, age 55 and older, who provide one-to-one supportive services to 24 older adults who need assistance remaining independent in their own homes.

Objective: 1) To provide SCP volunteers with a stipend to support their volunteer work.  
2) To provide SCP volunteers the opportunity to remain physically and mentally active and enhance their self-esteem through continued participation in their communities.  
3) To provide supportive services to frail elderly that help them to maintain their independence and remain in their own homes.

**Page 1 AGING & LONG TERM SERVICES DEPT. NOTIFICATION OF GRANT AWARD  
SENIOR COMPANION PROGRAM**

NGA DATE: May 2013

<b>GRANTEE: Sandoval County</b> <b>ADDRESS: P.O. Box 40</b> Bernalillo, NM 87004 <b>PHONE: 505-404-5818</b>		<b>APPROVED BUDGET FOR THE PERIOD:</b> FROM: July 1, 2013 TO: June 30, 2014 <b>TYPE OF GRANT OR ACTION:</b> New or Cont.: XX Revision:		
<b>BUDGET CATEGORY</b>	<b>TOTAL</b>	<b>FEDERAL</b>	<b>STATE</b>	<b>LOCAL</b>
<b>VOLUNTEER SUPPORT EXPENSES:</b>				
Personnel	13,609	0	12,910	699
Fringe Benefits	8,308	0	6,677	1,631
Staff LOCAL Travel	450	0	0	450
Staff LONG DISTANCE Travel	0	0	0	0
Equipment	0	0	0	0
Supplies	1,091	0	0	1,091
Contractual Service	0	0	0	0
Other: Communications	400	0	200	200
Printing	0	0	0	0
Space and Utilities	0	0	0	0
Other Allowable Costs	0	0	0	0
Training - Staff	500	0	391	109
Subtotal	\$24,358	\$0	\$20,178	\$4,180
<b>VOLUNTEER EXPENSES:</b>				
Personnel: Stipends	22,136	0	22,136	0
Fringe Benefits:				
Meals	4,295	0	3,055	1,240
Uniforms	455	0	130	325
Insurance	500	0	500	0
Criminal Background Checks	350	0	297	53
Volunteer Travel	9,494	0	8,154	1,340
Equipment	0	0	0	0
Supplies	0	0	0	0
Contractual Service	0	0	0	0
Other: Recognition	1,400	0	250	1,150
Other Allowable Costs	0	0	0	0
Training - Volunteer	250	0	0	250
Subtotal	\$38,880	\$0	\$34,522	\$4,358
<b>GRAND TOTALS</b>	<b>\$63,238</b>	<b>\$0</b>	<b>\$54,700</b>	<b>\$8,538</b>
<b>PERCENT OF TOTAL COST</b>	<b>100%</b>	<b>0%</b>	<b>86%</b>	<b>14%</b>
<b>COMPUTATION OF GRANT</b>				
1. Estimated Total Cost .....	\$63,238	8. Federal/State Shares will be Comprised of:		
2. Non-federal/state share of net cost.....	\$8,538	a. Grant unearned in previous Federal:		
		project year(s)..... State:		
		b. Carry Over..... Federal:		
		State:		
3. Federal share of net cost .....	\$0	c. New Obligational Federal:		
4. State Share of Net Cost .....	\$54,700	Authority Herein Awarded..... State: \$54,700		

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. Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.

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 Aging & Long-Term Serviced Department 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 Aging & Long-Term Services Department.
- 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 Aging & Long-Term Services Department.
- 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 Aging & Long-Term Services Department this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Aging & Long-Term Services Department 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 Aging & Long-Term Services Department.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.

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

ALTSD Authorizing Official:

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

Signature:

Darryl F. Madalena, Chairman  
Sandoval County Commission

Signature:

Signature:



Agenda Item Number: 6-6-13.11C(3)

**SANDOVAL COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**Date of Commission Meeting:**

June 6, 2013

**Division / Elected Office:**

Community Services

**Staff Contact:**

Peggy Folk Cote, Director

**Title of Item:**

Senior Program Foster Grandparents Program Contract for FY 2013-14

**Action Requested:**

Motion to Approve Senior Program Volunteer Services, Foster Grandparent Contract No. 14-624-4000-0023 between Sandoval County and Aging & Long-Term Services Department in the Amount of \$40,225, beginning July 1, 2013 and ending June 30, 2014

**Summary:**

This grant funds, in part, the activities of the Foster Grandparent Program and includes partial salary and benefits for the Volunteer Coordinator and Program Assistant. It pays a \$2.65/hr. stipend to the Foster Grandparents who can work up to 20 hrs. per week assisting teachers in both elementary schools and head start programs throughout Sandoval County with high risk children. To be a Foster Grandparent the senior must meet state determined financial eligibility.

**Attachments:**

Contract No. 14-624-4000-0023

**FISCAL IMPACT**

This is the only grant we receive to support this service and is included in the 2013-14 budget.



Agenda Item Number: 6-6-13.11C(3)

**STAFF ANALYSIS SUMMARY**

**County Manager:**

Recommend Board of County Commission approval. PPR 5/28/2013

**Initiating Elected Official/  
Division Director:**

Peggy Folk Cote, Director of Community Services

**Legal:**

Approved as to form. PFT 5/17/2013

**Finance:**

Recommend Approval – CCH 5/20/13

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT  
INTERGOVERNMENTAL AGREEMENT #14-624-4000-0023**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Aging and Long-Term Services Department, hereinafter referred to as the "Agency," and County of Sandoval, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Aging and Long-Term Services Department (ALTSD).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the scope of work. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$40,225.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the

date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE ALTSD. This Agreement shall begin on July 1, 2013 and terminate on June 30, 2014 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH

OF THIS AGREEMENT.

D. 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 records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico 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 Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

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. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. 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 developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. 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.

**15. Penalties for violation of law.**

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.

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

**17. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

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

20. 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.

21. 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.

22. Enforcement of Agreement.

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

23. 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:

To the Agency:        Juan Lopez  
                              2550 Cerrillos Road  
                              Santa Fe, NM 87505

To the Contractor:    County of Sandoval  
                              PO Box 40  
                              Bernalillo, NM 87004

24. Authority.

If Contractor is other than a natural person, 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.

The remainder of this page is left blank intentionally.

Contract ID#14-624-4000-0023

EXECUTED AND AGREED TO by signatures below.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Aging and Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ALTSD's Legal Counsel - Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ALTSD's Chief Financial Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darryl F. Madalena, Chairman  
Sandoval County Commission

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-503322-008

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

**Attachment One**  
**Scope of Work**

**A. The Contractor shall:**

Provide meaningful part-time volunteer opportunities for low-income elderly persons aged (55) and older who will be known as "Foster Grandparents" in order to render supportive, person-to-person services to children with special and/or exceptional needs.

**General Provisions :**

**1. General Administration.**

The Contractor agrees to administer the Foster Grandparent Program according to the approved project application and the Notification of Grant Award (NGA) attached hereto and incorporated herein by reference. The Contractor further assures:

- A. It will comply with rules and regulations pursuant to the Laws of the State of New Mexico, the Department policies and procedures, and in accordance with Public Law 93-113, Domestic Volunteer Services Act, as amended, and the federal Foster Grandparent Program Handbook.
- B. It will provide for necessary supervision and technical assistance as needed and/or requested.
- C. It will notify the Department of any anticipated legal action involving the funds awarded under this Agreement.
- D. It will comply with all reporting requirements of the Department. It will furnish to the Department monthly expenditure reports and other necessary information the Department requires for the administration of the approved project plan. Expenditure reports are due by the tenth (10<sup>th</sup>) working day after the last day of each month.

**2. Compensation.**

Compensation shall be used for volunteer support expenses. A plan, with a specific annualized budget for state funds, submitted by the Contractor outlining specific services to be provided, has been approved by the Department. The NGA, attached hereto, represents the annualized budget and is incorporated herein by reference. The implementation of the plan requires the provision of initial administrative and coordination services necessary for delivery of services to the elderly. These include establishing the administrative function, recruiting and training volunteers and identifying volunteer stations. Upon certification by the Contractor that such initial services have been provided, an initial reimbursement of an amount not to exceed twelve percent (12%) of the total annualized state budget shall be made within fifteen (15) working days of the execution of this Agreement. Thereafter, reimbursements shall be made based on monthly expenditure and draw down reports furnished by the Contractor.

3. Audit.

The Contractor will provide a financial and compliance audit report to the Department covering the period July 1, 2013 to June 30, 2014. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend 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, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.
- C. Non-governmental contractors or subcontractors, who expend between \$25,000 in state and federal 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 this Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors that expend less than \$25,000 in combined federal and state dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these Agreements shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental 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.
- F. The Contractors 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 A-122, Cost Principles for Nonprofit Organizations in determining the allow ability of costs.

4. Compliance with Notification of Grant Award (NGA).

The Contractor shall abide by all grant conditions set out in the NGA and attached hereto and hereby incorporated by reference.

5. Gross Receipts Tax.

The New Mexico gross receipts tax is not applicable as the Contractor is tax exempt.

6. Key Personnel.

The State Agency shall be notified of all changes in Key Personnel as enumerated under Part 74, Section 103-C, of the Administration of Grants Federal Regulations, Title 45, Part 74. The State Agency considers the following individual to be Key Personnel:

A. Project Director.

7. Non-Discriminating Service Delivery.

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

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided under the funding for this program;
- D. 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;
- E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must be in order to receive any aid, care, services, or other benefits provided under the funding for this program;
- F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program;
- G. 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, 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 preference, age or handicap.

B. Services will be performed Within Sandoval County.

C. Performance Measures:

The New Mexico Aging and Long-Term Services Department Statewide Plan for Serving New Mexico's Elders, October 1, 2013 to September 30, 2017 includes as part of the plan the provision for Volunteer Service opportunities, page 29, as follows:

**Foster Grandparent Program**

The Foster Grandparent Program offers meaningful part-time volunteer opportunities to persons with low incomes, age 55 or older, who provide one-to-one supportive services to children with special or exceptional needs. Foster Grandparents serve in health, educational and social services settings and help address children's physical and psychosocial developmental needs. Foster Grandparents receive stipends to support their work. Persons who serve as Foster Grandparents remain physically and mentally active and enhance their self esteem through continued participation in their communities. The children served by the program maintain or improve their physical and psychosocial status. New Mexico has twenty-two Foster Grandparent Programs, with over 680 active volunteers serving more than 2,000 children annually. New Mexico's Foster Grandparents provide 704,400 hours of service annually.

**Objective**

Continue to serve children with special or exceptional needs throughout New Mexico.

**Action**

- Expand services to enroll additional Foster Grandparents to meet growing demands, as funding becomes available.

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

**Goal:** To provide meaningful part-time volunteer opportunities to 8 persons with low incomes, age 55 and older, who provide one-to-one supportive services to 24 children with special or exceptional needs.

**Objective:**

- 1) To provide FGP volunteers with a stipend to support their volunteer work.
- 2) To provide the FGP volunteers the opportunity to remain physically and mentally active and enhance their self-esteem through continued participation in their communities.
- 3) To maintain or improve the health status and psychosocial functioning of children receiving supportive services.

**Activities:**

- 1) Recruit and retain older persons to serve as FGP volunteers.
- 2) Identify organizations and children in need of services.

**Page 1 AGING & LONG TERM SERVICES DEPT. NOTIFICATION OF GRANT AWARD  
FOSTER GRANDPARENT PROGRAM**

NGA DATE: May 2013

<b>GRANTEE: Sandoval County</b> <b>ADDRESS: P.O. Box 40</b> Bernalillo, NM 87004 <b>PHONE: 505-404-5818</b>		<b>APPROVED BUDGET FOR THE PERIOD:</b> FROM: July 1, 2013 TO: June 30, 2014 <b>TYPE OF GRANT OR ACTION:</b> New or Cont.: XX Revision:		
BUDGET CATEGORY	TOTAL	FEDERAL	STATE	LOCAL
<b>VOLUNTEER SUPPORT EXPENSES:</b>				
Personnel	9,411	0	7,525	1,886
Fringe Benefits	5,792	0	5,192	600
Staff LOCAL Travel	200	0	200	0
Staff LONG DISTANCE Travel	0	0	0	0
Equipment	0	0	0	0
Supplies	500	0	0	500
Contractual Service	0	0	0	0
Other: Communications	330	0	200	130
Printing	0	0	0	0
Space and Utilities	0	0	0	0
Other/Staff Training	500	0	200	300
InDirect Costs	0	0	0	0
Subtotal	\$16,733	\$0	\$13,317	\$3,416
<b>VOLUNTEER EXPENSES:</b>				
Personnel: Stipends	22,136	0	22,136	0
Fringe Benefits:				
Meals	2,813	0	1,442	1,371
Physicals	325	0	130	195
Uniforms	500	0	500	0
Insurance	350	0	350	0
Travel	2,959	0	2,000	959
Equipment	0	0	0	0
Supplies	0	0	0	0
Contractual Service	0	0	0	0
Other: Recognition	1,359	0	350	1,009
Other Allowable Costs	0	0	0	0
Training - Volunteers	250	0	0	250
Subtotal	\$30,692	\$0	\$26,908	\$3,784
<b>GRAND TOTALS</b>	\$47,425	\$0	\$40,225	\$7,200
<b>PERCENT OF TOTAL COST</b>	100%	0%	85%	15%
<b>COMPUTATION OF GRANT</b>				
1. Estimated Total Cost .....	\$47,425	8. Federal/State Shares will be Comprised of:		
2. Non-federal/state share of net cost.....	\$7,200	a. Grant unearned in previous Federal: project year(s)..... State:		
3. Federal share of net cost .....	\$0	b. Carry Over..... Federal: State:		
4. State Share of Net Cost .....	\$40,225	c. New Obligation Federal: Authority Herein Awarded..... State: \$40,225		

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. Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.

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 Aging & Long-Term Serviced Department 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 Aging & Long-Term Services Department.
- 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 Aging & Long-Term Services Department.
- 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 Aging & Long-Term Services Department this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Aging & Long-Term Services Department 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 Aging & Long-Term Services Department.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.

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

ALTSD Authorizing Official:

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

Signature:

Signature:

Darryl F. Madalena, Chairman  
Sandoval County Commission

Signature: