



**Date:** July 29, 2025

**To:** Governing Body, Finance Committee, and Quality of Life Committee

**From:** Manuel Sanchez, Senior Services Division Director   
Manuel Sanchez (Jul 29, 2025 17:18:55 MDT)

**Via:** Maria Tucker, Community Services Department Director   
Maria Tucker (Jul 30, 2025 10:09:57 MDT)

**Subject:** NCNMEDD NMAAA Contract No. 2025-26-60026

**Vendor Name:** North Central New Mexico Economic Development District Non-Metro Area Agency on Aging

**Munis Vendor Number:** N/A

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## ITEM AND ISSUE:

Request for Approval of Title III Federal and Sub-Award #2025-26-60026 for Services with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging in Home Support, Transportation, Nutrition in the Total Amount of \$737,207.56 through June 30,2026. (Manuel Sanchez, Senior Services Director; mnsanchez@santafenm.gov)

## BACKGROUND AND SUMMARY:

The NCNMEDD NMAAA Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older American Act (OAA). The attached Contract reflects the FY26 awarded Federal appropriations for Title III programs as follows: Title III-B (Transportation and Homemaker Supportive Services Program) \$55,053.16, Title III-C-1 (Congregate Nutrition Program) \$90,000.00, Title III C-2 (Home Delivered Nutrition Program) \$50,000.00, Title III-E (Family Caregiver Support Program) \$50,000.00, and NMGAA- State/HB-2 \$492,154.40.

## PRIOR APPROVALS AND SUPPORTING INFORMATION:

### FUNDING SOURCE:

**Fund Name/Number:** Senior Citizen Grant/Fund 241

**Munis Org Name/Number:** Area Agency on Aging-State-IFT/490710  
Area Agency on Aging-Fed-IFT/490715

**Munis Object Name/Number:** Various

**Budget Officer / Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was

NCNMEDD NMAAA Contract #2025-26-60026 expires on June 30, 2026

**Chief Procurement Officer (CPO)/Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CPO Comment/Exceptions:** \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Treasury/Point of Sale Components included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Vehicles included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Construction to City Facilities, Furniture, and/or Fixtures included?  Yes |  No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

**Project Ledger Number:** Various \_\_\_\_\_

**Approval:** Erika Lujan \_\_\_\_\_ **Title:** Grant Man \_\_\_\_\_ **Date:** 8/8/2025 \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

NCNMEDD NMAAA Title III Federal and State Sub-Award Agreement #2025-26-60026

Project Ledger Request Approved Form Congregate Meals

Project Ledger Request Approved Form Home Delivered Meals

Project Ledger Request Approved Form Respite

Project Ledger Request Approved Form Homemaker

Project Ledger Request Approved Form Grandparents Raising Grandchildren

Project Ledger Request Approved Form Transportation

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

**TITLE III FEDERAL AND STATE SUB-AWARD**

This Agreement is made and entered into this 1<sup>st</sup> day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and City of Santa Fe, hereinafter referred to as the “Subrecipient Contractor.”

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

**1. SCOPE OF SERVICES**

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor’s submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$737,207.56. Said aggregate amount is to be derived from the following sources.

1. \$55,053.16 from Title III-B of the OAA [Assistance Listing Number 93.044].
2. \$90,000.00 from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
3. \$50,000.00 from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
4. \$0 from Title III-D of the OAA [Assistance Listing Number: 93.043].
5. \$50,000.00 from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. \$492,154.40 from the NMGAA-State/HB-2

F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
  - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5<sup>th</sup> business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.

- b. Subrecipient Contractors shall invoice the Agency on or before the 5<sup>th</sup> business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
  - c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
  - d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2026. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.
3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

## **2. TERMS OF AGREEMENT**

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

- A. The Subrecipient Contractor agrees to:
  1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
  2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
  3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
  4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
  5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
  6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15<sup>th</sup> business day of the month following the end of the quarter.
  7. Participate in Agency monitoring and annual compliance assessments.
  8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
  9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
  10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

**3. ASSURANCES**

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

- C. *Age Discrimination in Employment Act of 1967*  
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*  
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*  
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Certification Regarding Lobbying*  
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- G. *Financial Management*  
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- H. *Budget Adjustment*  
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15<sup>th</sup> unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

- I. *Incentive Compensation*  
Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.
- J. *Independent Audit*  
The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2025, through June 30, 2026. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.
1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
  2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
  3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
- K. *Equal Opportunity Compliance*  
The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.
- L. *Compliance with Aging and Long-Term Services Department Functions.*  
The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New

Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

#### 4. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

#### 5. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient 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 entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

**6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR**

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
  2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
  3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.
- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:
1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

## **7. APPROPRIATIONS**

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

## **8. STATUS OF SUBRECIPIENT CONTRACTOR**

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

## **9. ASSIGNMENT**

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

## **10. SUBCONTRACTING**

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

**11. 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. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. CONFIDENTIALITY**

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient 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 laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

**13. PRODUCT OF SERVICE – COPYRIGHT**

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

**14. CONFLICT OF INTEREST**

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

**15. AMENDMENT**

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

**16. MERGER**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or

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

**17. PENALTIES 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.

**18. 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, Subrecipient 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.

**19. WORKERS COMPENSATION**

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient 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.

**20. RECORDS AND FINANCIAL AUDIT**

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, 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 Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

**21. INDEMNIFICATION**

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

**22. PARTICIPANT GRIEVANCE**

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

**23. KEY PERSONNEL**

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

**24. 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.

**25. 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.

**26. NOTICES**

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

**AGENCY:**

NCNMEDD Non-Metro AAA  
Neil Segotta, AAA Director  
644 Don Gaspar  
Santa Fe, NM 87505

**SUBRECIPIENT CONTRACTOR:**

City of Santa Fe, Senior Services Division  
Manuel Sanchez, Division Director  
1121 Alto Street  
Santa Fe, NM 87501

**27. INSURANCE**

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

furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

**28. AUTHORITY**

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

**29. SIGNATURES**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Santa Fe  
*Legal Name of Subrecipient Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed/Typed Name of Signatory*

\_\_\_\_\_  
*Date*

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

Monica Abeita  
*Signature*

Monica Abeita, Executive Director  
*Printed/Typed Name of Signatory*

July 1, 2025  
*Date*

ATTEST:

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ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



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ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*

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EMILY OSTER, FINANCE DIRECTOR



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Congregate Meals

Project Type:  CIP  Grant  Internal Tracking

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026  Create Fixed Asset

Project ID: COM2624105  
 Grant ID: F2605/S2606  
 Approved By: BSG 07.03.25 EL  
 (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: \$113,667.26

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: \_\_\_\_\_

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: \$110,000.00

**Expense String Phase: LOCAL 2410114 \$305,346.52**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410114 MUNIS OBJ: See Attached

**Grants Only (list all grants if applicable):**

Grantor Name: NCNMEDD NMAAA Awarded Amount: \$

AR Charge Code: SEE ATTACHED  Grant funds multiple projects  
 (Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): 93.045

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

AR Charge Code: \_\_\_\_\_  Grant funds multiple projects  
 (Complete a form for each project)

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

*(If grants please provide all grant award documents with form)*  Attached Grant Documentation



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Home Delivered Meals

Project Type:  CIP  Grant  Internal Tracking

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026  Create Fixed Asset

Project ID: COM2624106

Grant ID: F2605/S2606

Approved By: BSG 07.03.25 EL

(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: \$151,500.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: \_\_\_\_\_

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: \$60,000.00

#### **Expense String Phase: LOCAL 2410114 \$840,971.22**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410114 MUNIS OBJ: See Attached

#### **Grants Only (list all grants if applicable):**

Grantor Name: NCNMEDD NMAAA Awarded Amount: \$

AR Charge Code: 2410114.490710, 2410114.490715  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

AR Charge Code: \_\_\_\_\_  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

*(If grants please provide all grant award documents with form)*  Attached Grant Documentation



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III- Respite

Project Type:  CIP  Grant  Internal Tracking

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026  Create Fixed Asset

Project ID: COM2624107

Grant ID: F2605/S2606

Approved By: BSG 07.11.25 EL

(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: \$49,200.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: \_\_\_\_\_

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: \$76,786.00

#### **Expense String Phase: LOCAL 2410113 \$615,782.13**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410113 MUNIS OBJ: See Attached

#### **Grants Only (list all grants if applicable):**

Grantor Name: NCNMEDD NMAAA Awarded Amount: \$

AR Charge Code: 2410113.490710, 2410113.490715  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

AR Charge Code: \_\_\_\_\_  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

*(If grants please provide all grant award documents with form)*  Attached Grant Documentation



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Homemaker

Project Type:  CIP  Grant  Internal Tracking

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2024 to 06/30/2025  Create Fixed Asset

Project ID: COM2624108

Grant ID: F2605/S2606

Approved By: BSG 07.11.25 EL

(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: \$111,00.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: \_\_\_\_\_

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: \$23,000.00

**Expense String Phase: LOCAL 2410113 \$237,855.87**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410113 MUNIS OBJ: See Attached

**Grants Only (list all grants if applicable):**

Grantor Name: NCNMEDD NMAAA Awarded Amount: \$

AR Charge Code: 2410113.490710, 2410113.490715  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

AR Charge Code: \_\_\_\_\_  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

*(If grants please provide all grant award documents with form)*  Attached Grant Documentation



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 07/02/2025

Project ID: COM2624109

Project Title: NCNMEDD NMAAA Title III - Grandparents Raising Grandchildren

Grant ID: S2606

Project Type:  CIP  Grant  Internal Tracking

Approved By: BSG 07.11.25 EL

(Finance Use Only)

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026  Create Fixed Asset

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: \$5,000.00

Funding Source: \_\_\_\_\_ % of Funding: \_\_\_\_\_

MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

**Expense String Phase: LOCAL 2410113 \$3,647.00**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: 1 MUNIS ORG: 2410113 MUNIS OBJ: 510500

**Grants Only (list all grants if applicable):**

Grantor Name: NCNMEDD NMAAA Awarded Amount: \$

AR Charge Code: 2410114.490710  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

AR Charge Code: \_\_\_\_\_  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

*(If grants please provide all grant award documents with form)*

Attached Grant Documentation



# City of Santa Fe New Mexico



## Finance Department

### Project Ledger Request Form

Date of Request: 07/02/2025

Project Title: NCNMEDD NMAAA Title III - Transportation

Project Type:  CIP  Grant  Internal Tracking

Department: Comm. Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2025 to 06/30/2026  Create Fixed Asset

Project ID: COM2624110

Grant ID: F2605/S2606

Approved By: BSG 07.11.25 EL

(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 100

MUNIS ORG: 2410115 MUNIS OBJ: 490710 Awarded Amount: \$107,500.00

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: \_\_\_\_\_

MUNIS ORG: 2410115 MUNIS OBJ: 490715 Awarded Amount: \$42,790.67

#### **Expense String Phase: LOCAL 2410115 \$1,009,105.00**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410115 MUNIS OBJ: See Attached

#### **Grants Only (list all grants if applicable):**

Grantor Name: NCNMEDD NMAAA Awarded Amount: \$

AR Charge Code: 2410115.490710, 2410115.490715  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 2025-26-60026 Federal CFDA (if applicable): \_\_\_\_\_

Grantor Name: \_\_\_\_\_ Awarded Amount: \_\_\_\_\_

AR Charge Code: \_\_\_\_\_  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: \_\_\_\_\_ Federal CFDA (if applicable): \_\_\_\_\_

*(If grants please provide all grant award documents with form)*  Attached Grant Documentation

**Signature:** ERIKA LUJAN

ERIKA LUJAN (Aug 8, 2025 15:47:24 MDT)

**Email:** [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)