

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging
SENIOR EMPLOYMENT PROGRAM HOST AGENCY SUB AWARD**

This Agreement is made and entered into this 1st day of July 2022 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 "Host Agency"

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Host Agency will administer a State Funded Senior Employment Program following established New Mexico Aging & Long-Term Services Department (ALTSD) and the NCNMEDD Non-Metro AAA Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Host Agency will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico, and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act §518 Paragraphs (3) and (4) and 20 CFR Part 641. Responsibilities will include:

- A. The Host Agency will hire and maintain individuals enrolled in the State funded Senior Employment Program.
- B. The Host Agency will pay wages that are at least the federal, state, or local minimum wage, whichever is higher, for community service assignments. Total hours shall not exceed twenty (20) hours per week, unless previously authorized in writing by the Agency.
- C. The Host Agency shall ensure that all enrollees receive employment-related training and shall:
 - a. Establish an Individual Employment Plan (IEP) for each enrollee.
 - b. Base the plan on each enrollee's employment goal.
 - c. Establish steps in the IEP for each enrollee to reach their goal, including training and supportive services.
 - d. Implement the steps established in the IEP.
 - e. Review and update the IEP at least once per year.
- D. The Host Agency shall provide enrollees with sick, administrative, and holiday leave, a physical examination, and workers' compensation insurance.
 - a. Annual Physical Examination: All enrollees are offered a physical examination at no cost at enrollment and each succeeding year. The results are provided

only to the enrollee; the Host Agency simply pays the cost. Enrollees who decline physical exams are asked to sign "waivers" of this benefit.

- b. Sick Leave-accrued sick leave will not be paid upon exit from the program and will not carry over from one program year to the next. The Host Agency shall maintain a record of hours earned and used.
- c. Holiday Leave: If a Host Agency is closed for any holiday on which an enrollee is scheduled to train, the enrollee is to be paid as scheduled. If a Host Agency is open on a holiday, the enrollee is expected to report for training as scheduled. If an enrollee is not scheduled to train on a day that is a holiday, the enrollee will have the day off, but will not be paid for the day.

E. Leave Without Pay:

- a. An enrollee may be absent from his or her community service assignment for an extended period for health reasons. When his/her accrued sick leave is exhausted, an enrollee may be allowed up to four (4) pay periods (eight weeks) of leave without pay. If the enrollee can return to training within four pay periods, he/she is eligible to return without re-applying.
- b. An enrollee may be assigned to a new Host Agency after such an absence, depending upon medical restrictions. If the enrollee is unable to return after eight weeks, he/she will be exited from the program but is eligible to re-apply. Re-application will be processed as if the enrollee were any other applicants, with a new start date. Any accrued leave time will be forfeited.
- c. For other reasons: Leave without pay for other reasons may be granted for up to two pay periods (four weeks) with prior approval of both the Host Agency supervisor and Agency Director (Non-Metro AAA).

F. Administrative Leave: This benefit is granted by the Non-Metro AAA for up to five consecutive days if any of the following occur:

- a. An enrollee has suffered a traumatic job-related incident and needs respite or treatment.
- b. An enrollee poses a threat to him/herself or to others (leave is to be granted immediately and local law enforcement notified).
- c. An enrollee is needed to provide aid and relief to a community suffering a disaster.
- d. An enrollee has a scheduled job interview.
- e. An enrollee is chosen to serve on a jury or as an expert witness in a legal proceeding during regularly scheduled training hours (any payment received for these services must be remitted to the Employment Programs Bureau).
- f. Special situations, such as a death in the family or similar times when the host agency would normally grant such leave.

G. Workers' Compensation Insurance: The SEP covers enrollees under the provision of the New Mexico Workers' Compensation Act. As such, it is very important that the tasks assigned to each enrollee and the time and days the enrollee is training is

identified and documented. Workers' Compensation Insurance may cover the following:

- a. 100% of all medical expenses incurred for job-related accidents or illness.
 - b. Weekly indemnity payments if an enrollee is forced out of training by an injury for more than seven days.
 - c. Funeral expenses; and
 - d. Death benefits to dependents.
- H. The Host Agency will perform all related personnel and payroll functions properly and completely pursuant to generally accepted accounting principles for 3 half-time positions during the contract period beginning July 1, 2022.
- I. The Host Agency will maintain individual personnel files for each enrollee, containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying, age, family size, and family income; signed and completed forms identified in the Enrollee Intake Packet which is incorporated by this reference; annual eligibility verification; annual physical exam waiver or invoices; an annual supervisory assessment; signed grievance and appeal procedures; updated task descriptions; an Individual Employment Plan; signed "Acknowledgement of Terms of community Service and Training Agreement: and documentation regarding training received during contract period. Signed time sheets with up to date and correct leave balance information must be maintained for review by the Agency.
- J. The Host Agency will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the Agency. Reports will be due the 5th working day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, leave accruals, by enrollee will be provided upon request by the Agency.
- K. The Host Agency will provide training and assistance to work sites. Training efforts may be coordinated with the Agency.
- L. The Host Agency will provide training, counseling, and other supportive services to each enrollee and will maintain documentation of each activity performed.
- M. The Host Agency will train and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Host Agency Personnel Policies except for Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- N. The Host Agency will report all on-the-job accidents by calling the Agency within twenty-four (24) hours. Complete a workers' compensation report of the accident and provide all requested follow-up. Payment and reporting are the responsibility of the Host Agency.
- O. The Host Agency will ensure supervisors and necessary staff, as determined by the Agency, are available for annual on-site assessment and monitoring visits conducted by the Agency.
- P. The Host Agency will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.

- Q. The Host Agency will assure that enrollee(s) do not donate or volunteer extra hours at work sites unless the volunteer work is substantially different than that required by their subsidized positions. Evidence of assurance will be demonstrated by enrollee signature on the "Acknowledgement of Terms of Community Service and Training Agreement".
- R. The Host Agency will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- S. The Host Agency will conduct and document an annual evaluation of the enrollee's job performance.
- T. The Host Agency shall ensure that enrollees do not engage in political or religious activities on subsidized time.
- U. The Host Agency will update job task descriptions and schedules, at least annually.
- V. The Host Agency will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2023, to the Agency for review and approval.
- W. The Host Agency will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficient should be documents.
- X. The Host Agency will furnish any tools, equipment, and supplies required by the enrollee to perform his/her assignments with the Host Agency.
- Y. The Host Agency will provide enrollees with a workplace that is safe, pleasant, healthy, and free from drugs and alcohol.
- Z. The Host Agency will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.
- AA. The Host Agency will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, layoffs, or requiring the enrollee to perform the work duties of a person on layoff status.
- BB. The Host Agency will notify the Agency of any changes that may affect the enrollee's eligibility such as marital status, family size, income, or other employment.
- CC. The Host Agency will notify the Agency within twenty-four (24) hours of any enrollee resignations, terminations, or vacancies.
- DD. The Host Agency will cooperate and coordinate with the Agency regarding any Older Worker initiatives including publicity in the community regarding the program, developing waiting lists, or identifying eligible applicants for future placement.
- EE. The Host Agency will ensure compliance with the New Mexico Caregivers Criminal History Screening Act.
- FF. The Host Agency shall provide grievance and appeal procedures to enrollees at the time of enrollment and with any notice of disciplinary action or program ineligibility. A signed copy of such document will be submitted to the Agency.

To assist the Host Agency, the Agency will:

- a. Provide consultation and technical assistance, as requested by the Host Agency.
- b. Conduct monitoring visits and/or assessment at least once annually for purposes of determining continued enrollee eligibility and Host Agency compliance with required rules and regulations.
- c. Provide training to supervisors and enrollees on the rules and regulations of the program
- d. Review the re-certification documents of the enrollee on an annual basis, to ensure eligibility.
- e. Review the Equitable Distribution as determined by the Aging & Long-Term Services Department in the event a vacancy occurs.
- f. Provide assistance to the Host Agency and enrollee in an effort to obtain unsubsidized employment for said enrollee.
- g. Establish and maintain staff to perform management functions of the program.

2. Compensation and Method of Payment

The Agency will compensate the Host Agency an amount not to exceed **\$33,937.00** for the provision of Senior Employment Program host agency services.

Payments will be made as follows:

- A. General Appropriations Act: The Agency shall pay the Host Agency an amount not to exceed «SEP»
- B. The Host Agency shall bill the Agency each month for services rendered in the previous month in a format determined by the Agency. Monthly expenditure reports are due no later than the 5th business day of each month. In no event shall any assessment charge be made against the Agency for extra fees, interest, or penalties, nor shall the Agency's failure to make timely payments make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the Agency are contingent upon the Host Agency's full compliance to the terms, provisions, and conditions of this Agreement. The Agency reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the Agency, exists.
- C. Payments to the Host Agency 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, approved revisions or for expenditures which are not properly documented or substantiated by the Host Agency. The Host Agency agrees to hold the Agency harmless against all audit exceptions arising from the Host Agency's violation and shall make restitution to the Agency of such amounts of money due to the Host Agency's non-compliance.

D. Payments to the Host Agency will be made electronically through the Automated Clearing House (ACH) Network.

3. Gross Receipts Tax

Not applicable. Tax Exempt.

4. Term

This Agreement shall begin on July 1, 2022, and terminate on June 30, 2023, unless terminated pursuant to Paragraph 5, below.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Host Agency at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Host Agency, if the Host Agency becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Host Agency or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Host Agency fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Host Agency's default or breach of this Agreement. This Agreement may also be terminated by the Host Agency upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Host Agency, the Host Agency 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 enrollee records generated under this Agreement.

5. Appropriations

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

6. Status of Host Agency

The Host Agency and its agents and employees are independent subrecipient contractors performing services for the Agency and are not employees of the Agency. The Host Agency and 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 Host Agency acknowledges that all sums received hereunder are reportable for income tax purposes.

7. Assignment

The Host Agency 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 Host Agency 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 Host Agency from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

9. Liability Release

A. The Host Agency shall be liable for its own negligence of its officials and employees subject to immunities and limitations of the Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978, as amended if applied.

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

10. Confidentiality

Any confidential information provided to or developed by the Host Agency in performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Host Agency 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 Host Agency 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 Host Agency under this Agreement shall be subject to an application for copyright by or on behalf of the Host Agency.

12. Conflict of Interest

The Host Agency 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 this Agreement. The Host Agency 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.

13. Amendment

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

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 Host Agency shall abide by the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. The Procurement code 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. Applicable Law

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

17. Workers Compensation

The Host Agency agrees to comply with state laws and rule applicable to workers' compensation benefits for its employees and enrollees. If the Host Agency fails to comply

with the Workers Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Agency.

18. Records

The Host Agency shall maintain detailed records which indicate the date, time, and nature of services rendered. These 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, improper, or illegal payments.

19. Audit

The Host Agency will provide a financial and compliance audit report to the Agency covering the period July 1, 2022 to June 30, 2023. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The audit report shall be conducted by a certified public accountant in compliance with the Single Audit Act and shall encompass the following provisions:

- A. The Host Agency, expending equal to \$750,000 but less than or equal to \$250,000 in combined federal funds, shall have an audit conducted in accordance with Code of Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200. The audit report shall include a schedule of administrative and program expenses which facilitates a reconciliation of audited costs to the final report.
- B. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four months after the end of the entity's fiscal year.

20. Equal Opportunity Compliance

The Host Agency 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 Host Agency 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 Host Agency is found not to be in compliance with these requirements during the life of this Agreement, Host Agency agrees to take appropriate steps to correct these deficiencies.

21. Indemnification

Neither party shall be responsible for liability incurred as a result of the other party's acts or omission 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. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement Of Agreement

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

24. Notices

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

To the Agency:
NCNMEDD – Non Metro AAA
Attn: Neil Segotta, AAA Director
3900 Paseo del Sol
Santa Fe, New Mexico 87507

To the Host Agency:

25. Authority

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

26. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2022.

City of Santa Fe
Legal Name of Subrecipient Contractor

Alan Webber, Mayor
Printed/Typed Name of Signatory



Signature

Sep 16, 2022
Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Agency

Monica Abeita-Executive Director
Printed/Typed Name of Signatory



Signature

07/01/2022
Date

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Sep 16, 2022

ATTEST:



KRISTINE BUSTOS-MIHELICIC, CITY CLERK
GB MTG 09/14/2022



CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jul 26, 2022 15:44 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED:



Emily K. Oster (Sep 16, 2022 16:15 MDT)

EMILY OSTER, FINANCE DIRECTOR

Revenue 2410111/490710, Expense 2410111/500750 AH

AH

ORG/OBJECT