



Agenda Item Number: 7-18-13.6E

**SANDOVAL COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**Date of Commission**

**Meeting:** July 18, 2013

**Division / Elected**

**Office:** Community Services

**Staff Contact:**

Peggy Folk Cote, Director

**Title of Item:**

North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging Contract No. 2013-14-60025 for Senior Employment Program

**Action Requested:**

Motion to Approve Contract No. 2013-14-60025 between Sandoval County and NCNMEDD Non-Metro Area Agency on Aging for Senior Employment Program for Fiscal Year 2013-2014 / \$52,086

**Summary:**

This contract provides the County with 5 part-time positions for low income seniors 60 years of age or older who meet the program's financial criteria. The contract dictates the rate of pay at \$7.50/hr. and provides a specific amount of vacation and sick leave. It is considered a training program. Seniors may work up to 20 hrs. per week and are placed in senior centers providing clerical assistance, kitchen assistance in packing homebound meals and custodial services.

**Attachments:**

Contract No. 2013-14-60025

**FISCAL IMPACT**

This contract funding is included in the FY 2013-14 budget.



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**STAFF ANALYSIS SUMMARY**

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| <b>County Manager:</b>                                     | Recommend Board of County Commission approval. PPR 06/18/2013 |
| <b>Initiating Elected Official/<br/>Division Director:</b> | Peggy Folk Cote, Director of Community Services               |
| <b>Legal:</b>  | Approved as to form. PFT 6/18/2013                            |
| <b>Finance:</b>  | Funding Budgeted-Recommend Approval –CCH<br>6/18/13           |

**NORTH CENTRAL NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
SENIOR EMPLOYMENT PROGRAM AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2013 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 Sandoval County, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Work:

The Contractor 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 Contractor 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 Section 518 Paragraphs (3) and (4) as implemented at 20 CFR Part 641 (as amended). Responsibilities will include:

- A. The Contractor will hire and maintain older workers enrolled in the State funded Senior Employment Program.
- B. The Contractor will pay older workers at the rate of \$7.50 per hour for community service assignments not to exceed twenty (20) hours per week unless previously authorized in writing by the Agency.
- C. The Contractor will provide older workers with opportunities for education or training to enhance their employability.
- D. The Contractor will also offer the older workers the following benefits: an annual physical examination, personal and employment-related counseling, assistance in transition to unsubsidized employment, worker's compensation coverage, holiday pay, and annual and sick leave.
  - i. The Contractor will provide up to \$50.00 for an initial physical exam and thereafter on an annual basis. An applicant may waive this benefit and shall do so in writing. A completed physical exam report form or waiver of that examination must be submitted to the Agency. The initial physical examination should be scheduled within 14 days after hire. The provider of this service is left to the discretion of the Contractor. The yearly physical examination should be scheduled in April or September depending on which half of the fiscal year the last physical exam was conducted. The Contractor should assist the

enrollee, if necessary, to make arrangements for the examination.

- ii. Annual leave will accrue at the rate of 2.31 and sick leave will accrue at the rate of 1.85 hours per forty (40) hours worked.
- E. The Contractor will ensure that enrollee leave balances are monitored so that enrollees do not accrue leave balances in excess of 40 hours annual leave and 120 hours sick leave.
- F. The Contractor will perform all related personnel and payroll functions for 6 half-time positions during the contract period beginning July 1, 2013.
- G. The Contractor will maintain individual personnel files on each older worker containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying age, family size, and family income; an annual physical examination form or waiver signed by the older worker; signed and completed forms identified in an Enrollee Intake Packet which is incorporated by this reference; documentation regarding a minimum of one visit annually with the enrollee; 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.
- H. The Contractor 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, annual and sick leave accruals, by enrollee, will be included with the report.**
- I. The Contractor will provide training and assistance to work sites in managing an aging work force. Training efforts may be coordinated with the Agency.
- J. The Contractor will provide training, counseling and other supportive services to the older workers.
- K. The Contractor will train and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Contractor Personnel Policies with the exception of Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- L. The Contractor 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-ups. Payment and reporting are the responsibility of the host agency.
- M. The Contractor will make every effort to assist the enrollee in obtaining unsubsidized employment and by employing the enrollee if an opening occurs for which the enrollee is qualified.
- N. The Contractor 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.

- O. The Contractor will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- P. The Contractor will assure that the enrollee does not volunteer hours, and is offered no less and no more than twenty (20) hours per week at minimum wage per hour, without prior approval from the Agency.
- Q. The Contractor will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- R. The Contractor will conduct an initial performance evaluation within ninety (90) days of the enrollee's hire.
- S. The Contractor will conduct an annual evaluation of the enrollee's job performance within thirty (30) days of the enrollee's anniversary date.
- T. The Contractor will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2014 to the Agency for review and approval.
- U. The Contractor will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- V. The Contractor will furnish any tools, equipment and supplies required by the enrollee to perform his/her assignments with the Contractor.
- W. The Contractor will provide enrollees with a workplace that is safe, pleasant, healthy and free of drugs and alcohol.
- X. The Contractor will conduct benefits screening for all enrollees for eligibility for Medicare, Medicaid, SSI, and other entitlement programs.
- Y. The Contractor will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.
- Z. The Contractor will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, laying offs, or requiring the enrollee to perform the work duties of a person on layoff.
- AA. The Contractor will assure that an enrollee is not subjected to discrimination based on age, race, color, religion, sex, sexual preference, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
- BB. The Contractor will notify the Agency of any changes that may affect the enrollee's eligibility: i.e. marital status, family size, eligibility for Social Security, or any other change in income, and employment.

CC. The Contractor will cooperate and coordinate with the Agency regarding any Older Worker initiatives, i.e. providing publicity in the community regarding the program, developing waiting lists or eligible applicants.

DD. The Contractor will immediately notify the Agency Senior Employment Manager of any enrollee resignations, terminations, or vacancies.

To assist the Contractor, the Agency will:

- A. Provide consultation and technical assistance, as requested by the Contractor.
- B. Conduct monitoring visits to worksites at least once annually. Visits will be conducted for purposes of determining continued eligibility for older workers and to perform annual assessment visits with enrollees as well as to ensure the Contractor's compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the State Funded Senior Employment Program.
- D. Review the re-certification of the enrollee on an annual basis to ensure eligibility.
- E. Re-certify the eligibility of all enrollees on an annual basis.
- F. Review the Equitable Distribution as determined by the Aging & Long Term Services Department in the event a vacancy occurs.
- G. Provide assistance to the Contractor and enrollee in an effort to obtain unsubsidized employment for said enrollee.

2. Compensation and Method of Payment

The Agency will compensate the Contractor an amount not to exceed \$52,086 for the provision of services.

Payment will be made as follows:

A. General Appropriations Act: The Agency shall pay the Contractor an amount not to exceed \$52,086 for the provision of services.

B. The Contractor shall bill the Agency each month for services rendered in the previous month in a format determined by the Agency. In no event shall any assessment or charge be made against the Agency for extra fees, interest, or penalties, nor shall the Agency's failure to make timely payment 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 Contractor'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 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, Exhibit I, and their approved revisions or for expenditures which are not properly documented or substantiated by the Contractor. The Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Contractor's non-compliance.

D. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the attached exhibit, Notification of Grant Award (NGA).

3. Gross Receipts Tax

Not applicable. Tax Exempt.

4. Term

This Agreement shall begin on July 1, 2013, and terminate on June 30, 2014, unless terminated pursuant to Paragraph 5, below.

5. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party 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.

6. Status of Contractor

The Contractor, his agents, and employees are independent contractors performing services for the Agency and are not employees of the State of New Mexico or of the Agency. The Contractor, his 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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.

9. Record

The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, 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.

10. Audit

The Contractor will provide a financial and compliance audit report to the Agency 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 contract. 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 contract 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 contractor 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 contract. 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 contracts shall be based on required financial reports and monitoring efforts.
- E. 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 entities 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 allowability of costs.

11. 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 Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
12. Liability Release
  - A. The Contractor 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, N.M.S.A. 1978, as amended if applied.
  - B. The Contractor, 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 Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
13. Product of Services: Copyright  
All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.
14. Conflict of Interest  
The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of Section 10-16-12, N.M.S.A. 1978 Comp which require disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.
15. Equal Opportunity Compliance  
The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Non-Discriminating Service Delivery

The Contractor will not, on the ground of race, color, national origin, ancestry, sex, age, religion 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 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 meet 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, color, sex, sexual preference, national origin, religion or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, religion or handicap.

17. Confidentiality

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

18. Amendment

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

19. 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.
20. Penalties for violation of law.  
The Contractor shall abide by the Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A., 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.
21. Scope of Agreement  
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
22. Applicable Laws  
This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.
23. Workers' Compensation  
The Contractor agrees to comply with state laws and rule 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 contracting agency.
24. Other Provisions: Compliance with Grant Conditions.  
The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by this reference.
25. Invalid Term or Condition.  
If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.
26. Enforcement Of Agreement.  
A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.



NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
 NON-METRO AREA AGENCY ON AGING  
 NOTIFICATION OF GRANT AWARD (NGA)  
 SPECIAL PROJECTS - STATE SENIOR EMPLOYMENT PROGRAM

|                                      |                                    |                                    |  |                                    |              |             |
|--------------------------------------|------------------------------------|------------------------------------|--|------------------------------------|--------------|-------------|
| GRANTEE: Sandoval County<br>ADDRESS: |                                    | APPROVED BUDGET<br>FOR THE PERIOD  |  | Type of Grant or Action            |              | NGA<br>DATE |
| PHONE:                               |                                    | FROM: 07/01/2013<br>TO: 08/30/2014 |  | Now/Cont: X<br>Revision:<br>Other: |              | 06/18/13    |
| Indirect Cost<br>% of \$             | Fund: 110<br>Title of Project: SEP | COMPUTATION OF GRANT               |  |                                    |              |             |
| DESCRIPTION                          | TOTAL                              | STATE                              | 1. Estimated Total Cost .....                                  | \$52,086.00                        |              |             |
| Administration                       |                                    |                                    | 2. LESS Anticipated Project Income .....                       | \$0.00                             |              |             |
| Admin Fees                           | \$0.00                             | \$0.00                             | 3. Estimated Net Cost .....                                    | \$52,086.00                        |              |             |
| Subtotal                             | \$0.00                             | \$0.00                             | 4. Non-federal and Non-state Share of<br>Net Cost .....        | \$0.00                             |              |             |
| Enrollee Costs                       |                                    |                                    | 5. Project Income (Used as Match) .....                        | \$0.00                             |              |             |
| Enrollee Wages                       | \$52,086.00                        | \$52,086.00                        | 6. Federal Share of Net Cost .....                             | \$0.00                             |              |             |
| Care & Support                       | 0.00                               | 0.00                               | 7. State Share of Net Cost .....                               | \$52,086.00                        |              |             |
| Subtotal                             | \$52,086.00                        | \$52,086.00                        | 8. Federal/State Shares will be Comprised of:                  |                                    |              |             |
| Grand Total                          | \$52,086.00                        | \$52,086.00                        | a. Federal/State grant unearned in previous<br>project year(s) | FY Federal:                        | 0.00         |             |
| PERCENT OF TOTAL COST                | 100%                               | 100%                               | b. Carry Over  | FY State:                          | 0.00         |             |
|                                      |                                    |                                    | c. New Obligation Authority Herein Awarded                     | FY State:                          | \$ 52,086.00 |             |

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.

The federal and/or state share of the project cost is earned only when the cost is incurred 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.

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.

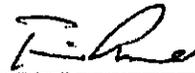
As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.

Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.

In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. Project records will be preserved and kept available to federal and state auditors at the primary office of the Grantee.

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| Signature of Area Agency on Aging Authorizing Official:<br><br> | We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.<br><br>Date: _____<br>Date: _____ |
| Tim Armer, Executive Director<br>Date: JUN 18 2013   |   |