



## Memorandum

**To:** Santa Fe County Board of County Commissioners

**Through:** Rachel O'Connor   
Santa Fe County Community Services/HHSD Department

**From:** Lupe Sanchez   
Santa Fe County DWI Program

**Date:** July 5, 2012

**Subject:** Request Approval of DWI Grant Agreement No. 13-X-I-G-27 with the New Mexico Department of Finance and Administration, Local Government Division, in the amount of \$300,000 to Provide Detoxification Services in Santa Fe County

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**Issue:**

Request Approval of DWI Grant Agreement No. 13-X-I-G-27 with the New Mexico Department of Finance and Administration, Local Government Division, in the amount of \$300,000 to Provide Detoxification Services in Santa Fe County

**Background:**

Local DWI (LDWI) funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). In addition to a distribution which funds the Santa Fe County DWI Program, the County is also eligible to receive \$300,000 to provide detoxification services in Santa Fe County.

These services had been provided by the Santa Fe County Sobering Center until FY 2011 when CHRISTUS St. Vincent Regional Medical Center assumed oversight of the Sobering Center. The services were then provided via Professional Service Agreement #2011-0261-DWI/TRV procured through a sole source determination to continue providing detoxification services in Santa Fe County for fiscal year 2011. RFP #2012-0052 was published in order to give agencies the opportunity to submit proposals to provide the service. CHRISTUS St. Vincent Regional Medical Center was the sole respondent to the RFP. This Grant Agreement will provide \$300,000 to Santa Fe County which we will again use to pay for these services in FY 13.

**Staff Recommendation:**

Staff recommends approval of this Grant Agreement.

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STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM  
DETOX GRANT  
GRANT AGREEMENT

Project No. 13-X-I-G-27

**THIS GRANT AGREEMENT** made and entered into as of this \_\_\_\_ day of June, 2012, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Santa Fe, hereinafter called the **GRANTEE**.

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local DWI Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the Local DWI Grant Program Regulations 2 NMAC 110.4 (the "Regulations").

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**ARTICLE I - SCOPE OF WORK**

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made as part of this Grant Agreement.
- B. The Grantee agrees to make no change in the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. The term of this Grant Agreement shall be from, July 1, 2012, through June 30, 2013 and **SHALL NOT BECOME EFFECTIVE UNTIL APPROVED AND SIGNED BY BOTH THE GRANTEE AND THE DIVISION.**
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of

this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

### **ARTICLE III - REPORTS**

#### **A. Evaluation**

1. The grantee agrees that data entered into the ADE screening and tracking program and the Managerial Data Set is complete and accurate to allow the Department of Finance and Administration's designated evaluation contractor to develop and implement an evaluation system.

#### **B. Progress Reports**

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to make periodic quarterly Progress Reports to the Division. The said reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Managerial Data Set, the ADE Quarterly Report, Planning Council meeting agendas and minutes, Exhibit B (certification of the report), and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation. The first quarterly report is due **October 31, 2012**.
2. Grantee assures that Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
3. One copy of the corresponding quarterly progress report shall be submitted to the Division not later than **October 31, 2012**, **January 31, 2013** and **April 30, 2013** for review and comment.
4. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the

Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this project. The Final Report shall only include the information called for in Article III, Paragraph B.1 and B.2 for the entire term of the agreement.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the project and shall be submitted no later than July 15, 2013.

**ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT**

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed Three Hundred Thousand Dollars (\$300,000.00). The funds are to be expended in accordance with the proposed budget attached as Exhibit "C" and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10% of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that should any portion of the funds paid hereunder by the Division to the Grantee for the purposes designated herein remain unexpended at the completion of this Grant Agreement period, the said unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly reports accompanied by these completed forms: Request for Payment Form, Exhibit D; and Detailed Breakdown by Budget Category Form, Exhibit G; made a part hereof. Requests for Payment shall specify all administrative costs and capital outlay expenditures with justifications.
- D. Payment shall be made only for those services as specified in the contract and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

## **ARTICLE V - MODIFICATION AND TERMINATION**

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.
- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Agreement by providing the other party with a minimum of thirty (30) days advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Agreement for qualifying expenditures that were:
  - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
  - b. Incurred on or before the termination date in the notice of early termination;
  - c. For permissible purposes under this Agreement's Project Description and procured and executed in accordance applicable law; and
  - d. The subject of a request for payment properly and timely submitted in accordance with Article IV of this Agreement.

## **ARTICLE VI - CERTIFICATION**

The Grantee hereby assures and certifies that it will comply with State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.

- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws, and regulations as they pertain to all activity conducted under this Agreement and provide verification thereof to the Division.
- C. It shall finance its share (if any) of the costs of the project, including all project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject of this Agreement, shall, at all times, comply with all applicable state and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable state and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable state and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. The Grantee will submit all project related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.

Grantees will be required to complete a request-for-proposal (RFP) for contracts over \$50,000 unless their County's guidelines have more stringent requirements. In which case, the County's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to DFA written documentation as to the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI Grant Funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for other than the uses specified in the scope of work as defined in the Grant Agreement without the prior approval of

the Division.

- I. No member, officer, employee or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

#### **ARTICLE VII - RETENTION OF RECORDS**

- A. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Agreement.

#### **ARTICLE VIII - GRANTEE REPRESENTATIVE**

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project.

Name: Lupe Sanchez  
Title: DWI Coordinator  
Address: P.O. Box 276  
Santa Fe, NM 87504  
Phone: 505-992-9842  
Fax: 505-992-9855  
Email: lasanchez1@co.santa-fe.nm.us

#### **ARTICLE IX - SPECIAL CONDITIONS**

- A. The Grantee shall budget and expend a minimum of 10% of the total DWI grant funding awarded for the twelve-month period in local match-in-kind monies. The

Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **\$30,000.00 (10 percent)** of local revenues as its matching funds commitment.

- B. The **ten percent (10%)** limit on capital outlay expenditures does not apply to this grant. Requests for payment shall specify all capital outlay expenditures with justification.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol**; its daily activities/curriculum schedule; rules/expectations for clients and staff and any handout or testing material to be utilized throughout the course of the treatment program. One (1) written copy of such material and program description identified above shall be submitted to the Division no later than **30 days prior to component implementation**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit a quarterly report consisting of two elements: 1) a financial statement of expenditures, and 2) a narrative summary of the activities related to those expenditures in carrying out the adopted scope of work.
- E. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act.
- F. Where applicable, the Grantee shall enter screening and tracking data online at the ADE, Inc. screening and tracking program website. Data shall be entered and maintained in a current up-to-date status.

#### **ARTICLE X - APPROPRIATIONS**

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may **immediately** terminate this Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. The Grantee shall include a substantively identical clause in all



contracts between it and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

**ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

- A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this agreement and (ii) entered into after the effective date of this Agreement:
- "This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the [County/City] may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [County/City] only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date."



## EXHIBIT "A"

### PROJECT DESCRIPTION

Name of Grantee: Santa Fe County

Grant No.: 13-X-I-G-27

Grant Amount: 300,000.00

Santa Fe County will contract with an entity which serves public inebriates and others to provide safe, temporary lodging, and an opportunity to access treatment or other services, thereby reducing the burden on law enforcement and on hospital emergency services.

Goals of the Contractor will include:

1. To provide a community-wide, uniform approach to diversion from jail and from Christus/St. Vincent Regional Medical Center Emergency Department admissions due to intoxication of adult men and women.
2. To reduce alcohol and drug addiction through an active referral and case management system, treatment and non-traditional healing.
3. To establish a continuum of care for those people suffering from alcohol and/or drug addiction.

Contractor's Program Objectives will include:

1. To operate a facility with 10 beds for males and five for females that is open 24 hours a day, 365 days a year to provide a safe, secure and therapeutic environment in which to recover from an episode of inebriation.
2. To intervene with 600-700 clients per year.
3. To utilize existing funding sources including the Access To Recovery vouchers, Health Care Assistance Funds, Medicaid and other funding to pay for treatment of those people who cannot afford it.
4. To provide clinical substance abuse and mental health assessments, utilizing CARE Connection Assessment Center therapists.
5. To conduct therapeutic group sessions for clients in Sobering;
6. To provide accudetox services to clients.
7. To provide case management services to every client.
8. To refer clients out to community programs for treatment and recovery support services.
9. To utilize a data collection system that allows for evaluation of the program.

Contractor will have Sobering and Assessment resources in the same building or readily available so that Assessment Center staff can provide clinical assessments of sobering clients and also provide access to vouchers which can be applied to treatment, transportation, job development, spiritual guidance, traditional healing, peer support, and other services. Contractor will have Therapists to conduct group sessions with Sobering clients and case managers to assist sobering clients to develop a recovery plan.

All clients who seek detoxification services will have a medical clearance from a physician, generally at the Christus/St.

Vincent Emergency Department, a private physician, Health Care for the Homeless, La Familia Health Center or from the Santa Fe Indian Hospital. Once the medical clearance is complete, the hospital or other referral source will call the Contractor to transport that client to facility for sobering services.


It is anticipated that the client will stay at the facility for 3-5 days however a longer stay may occur in the event that a client is awaiting a guaranteed bed on a certain date at a long term, intensive treatment facility, halfway house, etc. While at the facility, the Contractor will provide Librium or other drugs to assist clients with their detox process and will pay for other medications needed for clients including those for including but limited to diabetes, high blood pressure, seizure management and/or psychotropic medications.


Since case management plays a major role in getting the client into services that will support their treatment and recovery, the Contractor will ensure that a case manager meets with every client to assess their desire for change and assesses the services in the community that best meet their needs. In addition, the Case Manager will maintain a resource directory of all community agencies that can provide services to Sobering clients and will help the client access those community resources. He or she will get donations from the community of clothes, blankets, shoes, gloves and other items that homeless clients may need. And the case manager will assist clients in developing goals and areas of need, and follows client treatment plans which are assessed regularly by the Program Manager.

A full range of behavioral health service providers has been recruited within Santa Fe County to provide a broad range of services to Sobering and Assessment clients. Santa Fe County will ensure that the Contractor can assist with access to and/or provide all levels of care available to clients.

## Memorandum

**To:** Santa Fe County Board of County Commissioners

**Through:** Rachel O'Connor   
Santa Fe County Community Services/HHSD Department

**From:** Lupe Sanchez   
Santa Fe County DWI Program

**Date:** July 5, 2012

**Subject:** Request approval of amendment to increase Professional Service Agreement #2012-0052 DWI/TRV with CHRISTUS St. Vincent Regional Medical Center for Detoxification Services in the amount of \$300,000 and to extend the term one year to terminate on June 30, 2013. **(Health & Human Services)**

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**Issue:**

Request Approval of Amendment #1 to Professional Service Agreement #2012-0052-DWI/TRV with CHRISTUS St. Vincent Regional Medical Center to Provide Detoxification Services in FY 13 in the Amount of \$300,000 and to extend the term one year to terminate on June 30, 2013.

**Background:**

Local DWI (LDWI) funds are generated from excise tax on the sale of alcohol, collected by the New Mexico Department of Taxation and Revenue, and administered by the Department of Finance and Administration (DFA). In addition to a distribution which funds the Santa Fe County DWI Program, the County is also eligible to receive \$300,000 to provide detoxification services in Santa Fe County.

These services had been provided by the Santa Fe County Sobering Center until FY 2011 when CHRISTUS St. Vincent Regional Medical Center assumed oversight of the Sobering Center. The services were then provided via Professional Service Agreement #2011-0261-DWI/TRV procured through a sole source determination to continue providing detoxification services in Santa Fe County for fiscal year 2011. RFP #2012-0052 was published in order to give agencies the opportunity to submit proposals to provide the service. CHRISTUS St. Vincent Regional Medical Center was the sole respondent to the RFP. The Health and Human Services Division /DWI Program would like to amend the Professional Service Agreement #2012-0052-DWI/TRV by \$300,000 to extend detoxification services in FY 13 through the end of the term agreement of June 30, 2013.

**Staff Recommendation:**

Staff recommends approval of this Amendment.

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**SANTA FE COUNTY  
AMENDMENT NO. 1  
TO AGREEMENT BETWEEN SANTA FE COUNTY  
AND CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER**

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between **Santa Fe County**, hereinafter referred to as the "County", a New Mexico political subdivision, and **Christus St. Vincent Regional Medical Center, Care Connection Program**, hereafter referred to as the "Contractor."

**WHEREAS**, pursuant to an RFP, on November 8, 2011 Santa Fe County entered into Agreement No. 2012-0052-DWI/TRV with Contractor for Contractor's provision of detoxification services;

**WHEREAS**, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties hereto;

**WHEREAS**, Article 3, "EFFECTIVE DATE AND TERM," provides that the County may extend the term of the Agreement in one (1) year increments for up to four (4) years;

**WHEREAS**, the initial term of the Agreement will expire November 8, 2012 and in accordance with the Agreement, Contractor has submitted its report that was due in July 2012;

**WHEREAS**, Santa Fe County wishes to continue the detoxification services and Contractor is willing to continue to provide services;

**WHEREAS**, both parties wish to extend the term of the Agreement for one (1) year and the County is willing to increase the compensation by \$300,000 as compensation for the Contractor's continuing services for another year through November 8, 2013.

**NOW THEREFORE**, it is mutually agreed between the parties that Agreement No. 2012-0052-DWI/TRV is amended as follows.

1. Article 1, Scope of Work, a new subparagraph "h" is inserted to read:
  - h. Pursuant to Amendment No. 1, reports required by subparagraphs "f" and "g" above shall be submitted to the County by January 15, April 15 and July 15, 2013, respectively.
2. Article 2 (Compensation), a new subparagraph 1)(a) is inserted to read:
  - 1)(a) Pursuant to Amendment No. 1, County shall pay to the Contractor for services performed to the satisfaction of County as follows:

- \$100,000 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than January 15, 2013.
  - \$100,000 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than April 15, 2013.
  - \$100,000 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than July 15, 2013.
3. Article 2 (Compensation), subparagraph 2) is deleted and replaced with the following:
- 2) The total amount payable to the Contractor under this Agreement as amended by Amendment No. 1, exclusive of gross receipts tax shall not exceed three hundred thousand dollars (\$300,000) per year. In no event shall the total compensation paid to Contractor by County under this Agreement, as amended, exceed six hundred thousand dollars (\$600,000) exclusive of gross receipts tax.
4. Article 3 (Effective Date and Term), a new subparagraph (a) is inserted to read:
- (a) Pursuant to Amendment No. 1, the parties mutually agree to extend the term for one (1) year from November 8, 2012 to November 8, 2013.
5. All other provisions of the Agreement not specifically amended by this Amendment No. 1 remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment No. 1 to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

\_\_\_\_\_  
Liz Stefanics, Chairperson  
Board of County Commissioners

\_\_\_\_\_  
Date

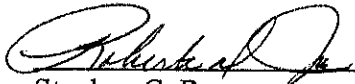
**ATTEST:**

\_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

\_\_\_\_\_  
Date




**Approved as to Form**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

7/17/12  
Date

**Finance Department Approval**

  
\_\_\_\_\_  
Teresa Martinez  
Director

7/23/12  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Print Name)

Its: \_\_\_\_\_  
(Print Title)

**FEDERAL TAX I.D. NUMBER**

\_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
WITH CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER,  
CARE CONNECTION PROGRAM  
TO PROVIDE DETOXIFICATION SERVICES**

**THIS AGREEMENT** is made and entered into on this 8<sup>th</sup> day of November, 2011, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and **Christus St. Vincent Regional Medical Center, Care Connection Program** (hereinafter referred to as the "Contractor").

**WHEREAS**, Santa Fe County DWI Program is committed to providing Santa Fe County residents with a professional alcohol and drug detoxification facility to serve public inebriates and others suffering from alcohol and/or drug addiction by providing safe temporary lodging, detoxification services and an opportunity to access treatment, thereby reducing the burden on law enforcement and on hospital emergency services;

**WHEREAS**, in accordance with Section 13-1-112 NMSA 1978, the County issued Request of Proposal (RFP) No. 2012-0052-DWI/TRV for this service;

**WHEREAS**, the Contractor has a Custodial Drug license and licensed staff who can provide detoxification services for the Santa Fe County Community Services Department, DWI Prevention Program;

**WHEREAS**, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. SCOPE OF WORK**

The Contractor shall provide the following:

- a. A facility in which detoxification services are provided in a licensed and professional manner. The detoxification facility shall service and treat adult men and women and be capable of an annual minimum intake of 700 individuals or patients.
- b. Detoxification services that reduce or prevent alcohol and/or drug abuse or addiction through an active case management system consisting of detoxification treatment and referrals.
- c. Safe transportation of individuals or patients to the Contractor's detoxification facility.
- d. Treatment of alcohol and drug abuse or addiction that includes a continuum of care for individuals suffering from alcohol or drug abuse or addiction.
- e. Collect data in the form of written reports which can be used to evaluate the Contractor's facility and services. Data collection shall consist of information such as

the number of clients or patients served; the demographics of clients or patients served; the substance abuse profiles of clients or patients served; recidivism analysis, and data relating to Contractor's continuum of care and referral of clients or patients to other resources and services.

- f. Submission to the County by January 15, 2012 and April 15, 2012 of written progress reports describing the number of clients or patients served; the demographics of clients or patients served; the substance abuse profiles of clients or patients served; recidivism analysis, and data relating to Contractor's continuum of care and referral of clients or patients to other resources and services.
- g. Submission to the County by July 1, 2012 of a written final progress report describing Contractor's activities in the number of clients or patients served; the demographics of clients or patients served; the substance abuse profiles of clients or patients served; recidivism analysis, and data relating to Contractor's continuum of care and referral of clients or patients to other resources and services.

**2. COMPENSATION, INVOICING, AND SET-OFF**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor for services performed to the satisfaction of County as follows:
  - \$100,000.00 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than January 15, 2012;
  - \$100,000.00 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than April 15, 2012;
  - \$100,000.00 upon the County's receipt and acceptance of Contractor's written final progress report that is due no later than July 1, 2012.
- 2) The total amount payable to the Contractor under this Agreement, exclusive of gross receipts tax shall not exceed three hundred thousand dollars (\$300,000.00) per year. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The County will notify Contractor if and when County has paid Contractor the full not-to-exceed amount stated above prior to the expiration of the term of this Agreement. Absent an approved amendment to the contract amount, Contractor will not be compensated in excess of the not-to-exceed amount stated above for deliverables and services performed.

B. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

C. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

**3. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for a period of three (3) additional years, on a year-to-year basis, upon the approval of the Santa Fe County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty days prior to expiration of the initial Agreement.

**4. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Paragraph 1, SCOPE OF WORK of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, COMPENSATION, INVOICING, AND SET-OFF, of this Agreement, and for not other cost, amount, fee, or expense.

B. The County may from time-to-time request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

**5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of

termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

**6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

**7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**8. 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 advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**12. CONFIDENTIALITY**

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

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement, including any material that may be subject to copyright.

**14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**16. ENTIRE AGREEMENT; INTEGRATION**

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

**17. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all State and County laws, ordinances, or regulations, including all regulation of the State Fire Marshall.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

**20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or

its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **21. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **22. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **23. NOTICES**

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



To the County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: St. Vincent Regional Medical Center, CARE Connection Program  
Alex Valdez, CEO  
455 St. Michaels Drive  
Santa Fe, NM 87505

**24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and licensed to operate as a business in New Mexico and Santa Fe County, and is properly licensed by the New Mexico Board of Pharmacy to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

D. Contractor is in compliance with the National Commission on Corrective Health Care (NCCHC), the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), the Drug Enforcement Agency (DEA), and the Health Insurance Portability and Accountability Act (HIPAA) and shall maintain such compliance throughout the duration of the Agreement.

E. Contractor's staff and personnel are licensed or certified as required by their respective functions at the Facility and Contractor shall ensure that such licensure or certification is maintained throughout the term of this Agreement.

**25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**26. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation

specified in Section 2, "COMPENSATION AND INVOICING," of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

## **27. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## **28. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

E. Professional Liability [Malpractice/Errors and Omissions Insurance]. The Contractor shall procure and maintain during the life of this agreement professional liability (errors and omissions) insurance, with policy limits of not less than \$1,500,000.00 per occurrence, \$2,500,000.00 per aggregate.

## **29. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **30. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability

enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

The Contractor hereby irrevocably appoints, Corporation Services Company (Scheuer Yost and Patterson, PC), a New Mexico resident company located at, 125 Lincoln Ave, Suite 223, Santa Fe, NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

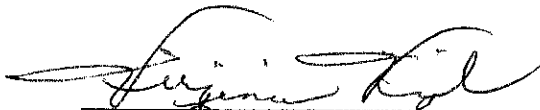
**32. SURVIVAL**

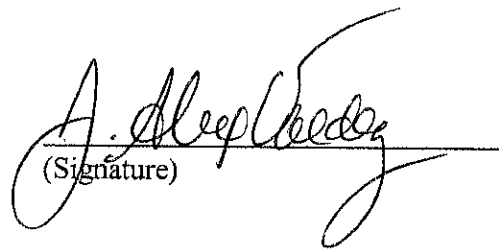
The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

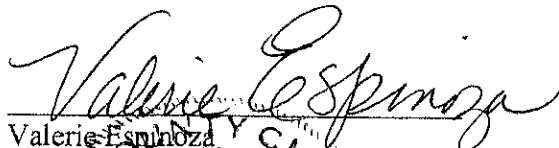
**SANTA FE COUNTY:**

**CONTRACTOR:**

  
\_\_\_\_\_  
Virginia Vigil, Chairperson  
Board of County Commissioners

  
\_\_\_\_\_  
(Signature)


**ATTEST:**

  
\_\_\_\_\_  
Valerie Espinoza  
County Clerk

By: \_\_\_\_\_  
(Print Name)



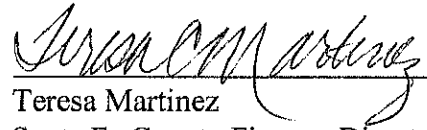
**Approved as to Form:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

Its: \_\_\_\_\_  
(Print Title)

**FEDERAL TAX I.D. NUMBER**

**Finance Department Approval:**

  
\_\_\_\_\_  
Teresa Martinez  
Santa Fe County Finance Director

10/27/2011  
\_\_\_\_\_