

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.”

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement as of the date of first above written.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

[Signature]
County Commission Chairman, or Mayor

8/1/12
Date

(Type or Print Name)

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

Approved as to form
Santa Fe County Attorney
By: *[Signature]*
Date: July 11, 2012
[Signature]

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____.

Notary Public

My Commission Expires: _____

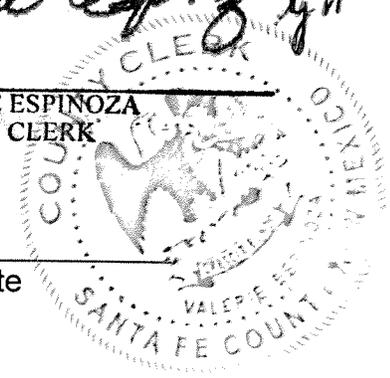
**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____
Sam Ojinaga, Deputy Director

ATTEST:
[Signature]

VALERIE ESPINOZA
COUNTY CLERK

Date



STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____.

Notary Public

My Commission Expires: _____

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, glove; 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.