

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: March 28, 2018

TO: Santa Fe County Board of County Commissioners

FROM: Bill Taylor, Procurement Manager, CPO *BT*

VIA: Katherine Miller, County Manager
Stephanie Schardin Clarke, Finance Director
Rachel O'Connor, Community Services Department Director

ITEM AND ISSUE: BCC Meeting April 10, 2018

Approval of Amendment No. 3 to the Professional Service Agreement No. 2016-0150-DWI/BT Between Santa Fe County and Santa Fe Recovery Center, Inc., Extending the Term of the Agreement an Additional Year and Increasing the Compensation an Additional \$300,000.00, Exclusive of NM GRT for a Total Agreement Amount of \$1,200,000.00, Granting the County Manager Authorization to Sign the Purchase Order. (Bill Taylor, Purchasing Division/ Alex Dominguez, CSD, Behavioral Health Administrative Program Manager

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). The DWI Grant Council awarded Santa Fe County \$300,000 to support alcohol detoxification and services in Santa Fe County

In January of 2016 Santa Fe County entered into a Professional Services Agreement No. 2016-0150 DWI/BT with Christus St. Vincent Reginal Medical Hospital to provide detoxification services for the residents of Santa Fe County.

In June of 2017, Amendment No. 1 to the Professional Services Agreement approved the assignment of the Agreement from Christus St. Vincent Reginal Medical Center to Santa Fe Recovery Center Inc. to provide socially enhanced detoxification services for a term of one year in the amount of \$300,000. Santa Fe Recovery Center Inc., is a non-profit organization whose mission is to work with individuals to sustain lifelong recovery from alcoholism, addiction, and related mental health issues, by providing culturally relevant, evidence based, treatment and education in partnership with other community organizations in Santa Fe County.

In October of 2017, Amendment No. 2 to the Professional Services Agreement, between the County and Santa Fe Recovery Center Inc. was approved to describe in more detail the enhanced services that the Contractor is providing the benefits to the County and the community; and to provide for the County and Contractor's acknowledgement that the Contractor's enhanced detoxification and sobering services constitute a value benefit to the County and community that is equivalent to the monthly cash rent that is stated in the lease agreement for the location at 2052 South Galisteo Street, Santa Fe New Mexico.

The proposed Amendment No. 3 extends the term of the contract for one additional year, from June 30, 2018 to June 30, 2019, and adds an additional \$300,000.00 for services provided during that time period.

RECOMMENDATION

The Community Services Department recommends approval of Amendment No. 3 to Professional Service Agreement No. 2016-0150 DWI/BT between Santa Fe County and Santa Fe Recovery Center Inc., in the amount of \$300,000.00 for the service provision of enhanced social detoxifications services for the residents of Santa Fe to extend for an additional year, for a term ending June 30, 2019.

**AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN SANTA FE COUNTY AND
SANTA FE RECOVERY CENTER, INC.**

THIS AMENDMENT is made and entered into this _____ day of _____ 2018, by and between **SANTA FE COUNTY**, (hereinafter referred to as "County"), **SANTA FE RECOVERY CENTER, INC.** a non-profit corporation hereinafter referred to as "Santa Fe Recovery Center" or "Contractor."

WHEREAS, on January 12, 2016, Agreement No. 2016-0150-DWI/BT (Agreement) was entered into between the County and Christus St. Vincent Regional Medical Center (CSVRMC) to provide for CSVRMC's provision of services for individuals suffering from alcohol and/or drug addiction by providing safe, temporary lodging, detoxification services and an opportunity to access treatment or other services; and

WHEREAS, on June 13, 2017, the Agreement was amended to provide for the County's consent and approval of the complete assignment of all duties and obligations under the Agreement by CSVRMC to the new Contractor, Santa Fe Recovery Center; and

WHEREAS, by Amendment No. 2 the Agreement was amended to clarify the Contractor's Scope of Work; and

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; and

WHEREAS, by this Amendment No. 3 the County wishes to extend the term of the Agreement for one year and provide for an increase in compensation payable to the Contractor in the amount of \$300,000.00; and

WHEREAS, both parties desire to enter into this Amendment No. 3.

NOW THEREFORE, the County and Contractor agree to amend the Agreement as follows:

1. Article 3 (Compensation, Invoicing and Set-Off), subpart 2) is deleted in its entirety and replaced with:

2) The total compensation payable to the contractor who provided services from January 2016, to June 30, 2017 under this Agreement shall not exceed \$600,000.00, *inclusive* of NM grt.

(a) Pursuant to Amendment No. 1 to this Agreement, the total compensation payable to the Contractor for services provided from July 1, 2017, to June 30, 2018 under this Agreement shall not exceed \$300,000.00, *inclusive* of NM grt. Payment for services provided from July 1, 2017, to June 3, 2018 shall be as follows:

- \$100,000.00 upon the County receipt and acceptance of the Contractor's written progress report that is due no later than October 1, 2017. Contractor's report should contain aggregate data related to the numbers of clients served, demographics of those clients, substance use profile, recidivism analysis and information detailing linkages to continued use of resources and services.
- \$100,000.00 upon the County receipt and acceptance of the Contractor's written progress report that is due no later than January 1, 2018.
- \$100,000.00 upon the County receipt and acceptance of the Contractor's written progress report that is due no later than May 1, 2018. Contractor's report should contain aggregate data related to the numbers of clients served, demographics of those clients, substance use profile, recidivism analysis and information detailing linkages to continued use of resources and services.

(b) Pursuant to Amendment No. 3 to this Agreement, the total compensation payable to the Contractor for services provided from July 1, 2018 to June 30, 2019 under this Agreement shall not exceed \$300,000.00, *inclusive* of NM grt. Payment for services provided from July 1, 2018 to June 30, 2019 shall be as follows:

- \$100,000.00 upon the County receipt and acceptance of the Contractor's written progress report that is due no later than October 1, 2018. Contractor's report should contain aggregate data related to the numbers of clients served, demographics of those clients, substance abuse profile, recidivism analysis and information detailing linkages to continued use of resources and services.
- \$100,000.00 upon the County receipt and acceptance of the Contractor's written progress report that is due no later than January 10, 2019. Contractor's report should contain aggregate data related to the numbers of clients served, demographics of those clients, substance abuse profile, recidivism analysis and information detailing linkages to continued use of resources and services.
- \$100,000.00 upon the County receipt and acceptance of the Contractor's written progress report that is due no later than May 9, 2019. Contractor's report should contain aggregate data related to the numbers of clients served, demographics of those clients, substance abuse profile, recidivism analysis and information detailing linkages to continued use of resources and services.

(c) The total compensation payable to all the contractors who perform services under this Agreement shall not exceed \$1,200,000.00, *inclusive* of NM grt.

2. Article 4 (Effective Date and Term) is amended to insert a new subparagraph B to read:

B. By Amendment No. 3 to this Agreement, the term of this Agreement is extended from June 30, 2018 to June 30, 2019, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No.3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:

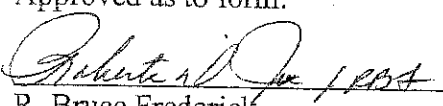
Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk


Date

Approved as to form:


R. Bruce Frederick
Santa Fe County Attorney

3-6-18
Date

Finance Department:


Stephanie Schardin Clarke
Finance Director

3/7/18
Date

SANTA FE RECOVERY CENTER, INC.

Sylvia Barela
(Signature)

3/15/18
Date

Sylvia Barela
(Print name & title)

**AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN SANTA FE COUNTY
AND SANTA FE RECOVERY CENTER, INC.**

THIS AMENDMENT is made and entered into this 24th day of October 2017, by and between **Santa Fe County**, hereinafter referred to as "County" and **Santa Fe Recovery Center, Inc.**, a non-profit corporation hereinafter referred to as the "Contractor."

WHEREAS, on June 13, 2017, by Amendment No. 1, Agreement No. 2016-0150-DWI/BT (Agreement) was amended to approve the assignment of the Agreement from Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center, Inc.; and

WHEREAS, by this Amendment No. 2 the County and Santa Fe Recovery Center, Inc., wish to amend the Agreement to describe in more detail the enhanced services that the Contractor is providing and which benefit the County and the community, and to provide for the County and Contractor's acknowledgment that the Contractor's enhanced detoxification and sobering services constitute a value and benefit to the County and community that is equivalent to the monthly cash rent that is stated in the lease agreement between the County and Contractor that governs the Contractor's use and occupancy of premises located at 2052 South Galisteo Street, Santa Fe; and

WHEREAS, both parties desire to enter into this Amendment No. 2.

NOW THEREFORE, the parties agree as follows:

1. Article 1 (Scope of Work) subpart 3) is deleted in its entirety and replaced with the following:

- 3) Contractor's services will include services which reduce alcohol and drug addiction through an active referral and case management services, non-traditional healing therapeutic and counseling services by a licensed clinician, wrap-around services and access to other community resources.

2. Article 1 (Scope of Work) subpart 7) is deleted in its entirety and replaced with the following:

- 7) In providing services under this Agreement, Contractor will ensure that it has medical oversight of the program to include on-call services on a 24/7, 365 days year basis, by licensed medical professional(s) which will include oversight by a physician and management by a registered nurse (RN). The physician will provide 8 hours a week of medication management services.

3. Article 1 (Scope of Work), insert subparagraphs 9 through 21 to read:

- 9) Referrals from Christus St. Vincent Regional Medical Center's Emergency departments will be prioritized. A staff person (either the intake coordinator, registered nurse, or medical technician depending on day and time of the referral) will go to the Medical Center to conduct a screening for the referral.
- 10) The screening will consist of a urine drug screen, an alcohol breathalyzer test, a Prescription Monitoring Program report (to identify what medications the person has been prescribed), and a brief interview. If the referral meets admission criteria, and a medical clearance has been conducted in the Emergency department, the staff person will transport the referral to the Contractor's detox center. Any prescriptions from the medical clearance (and/or our physician as applicable) will be called into the pharmacy and picked up. The Contractor will provide safe transportation to individuals to the detoxification facility.
- 11) Referrals from the community will be asked to come in to meet with the intake coordinator and registered nurse for the screening. If the individual meets criteria, he or she will be referred to a local Urgent Care for the medical clearance and then will be admitted. Any prescriptions will be called into and picked up from the pharmacy.
- 12) During admission, clients will complete standard paperwork to include consents for treatment, information releases, notice of privacy practices and others. Their belongings will be searched and inventoried.
- 13) New admissions will have vitals conducted at least every four hours and will be assisted with self-administration of their medications (per pharmacy license and medical technician certification requirements).
- 14) There will be at least two certified medical technicians on each shift, 24 hours a day, 7 days a week. They will be responsible for direct care and supervision of clients. They will contact the registered nurse or physician when abnormal vital signs are present. If necessary, clients will be transported to a higher level of care or an ambulance will be called.
- 15) 12-step groups and clinical groups will be conducted on a daily basis as available and appropriate.
- 16) If clinically indicated, at least one individual counseling session will be provided to each client as well as at least one case management session, assuming that the individual is in residence during at least one week day (counseling and case management services will generally be available Monday through Friday).
- 17) There will be one licensed counselor for every 15 clients or patients who provide direct counseling services to clients or patients. Contractor will provide documentation such as a written agreement or

contract, to confirm the availability of the licensed medical professionals during the term of this Agreement.

- 18) Discharge planning will begin at admission and Contractor will work to transition clients interested in longer term treatment to either the Santa Fe Recovery Center's residential program, or another residential program, or outpatient treatment program. Other referrals will be made based on needs identified during case management sessions.
- 19) Nursing assessments and Clinical Assessments will be provided to clients of the detox center as determined to be appropriate by Clinical Director and Medical Supervisor of the program.
- 20) Data will be collected and reported in accordance with the agreed upon indicators and reporting format established by Santa Fe County and the Contractor. The data reports shall be submitted to the County at the end of each quarter. The data reports will be due by the end of business on the 5th business day after the end of the quarter for the term of this Agreement.
- 21) Contractor shall abide by and ensure compliance with any applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

4. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

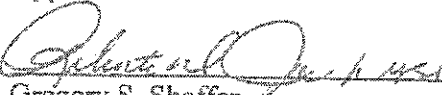
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager


10-25-17
Date

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

10-13-17
Date

Finance Department:


Don D. Moya
Finance Director

10-17-17
Date

SANTA FE RECOVERY CENTER, INC.

Sylvia Boudier
(Signature and title)

10/24/17

**SANTA FE COUNTY
AMENDMENT NO. 1
TO AGREEMENT NO. 2016-0150-DWI/BT**

THIS AMENDMENT is made and entered into this 13th day of June 2017, by and between **SANTA FE COUNTY**, (hereinafter referred to as "County"), **CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER**, 2052 S. Galisteo, Santa Fe, New Mexico.

WHEREAS, pursuant to the Procurement Code, the County procured Professional Services Agreement No. 2016-0150-DWI/BT dated January 12, 2016 (the Agreement), with Christus St. Vincent Regional Medical Center to provide service for individuals suffering from alcohol and/or drug addiction by providing safe, temporary lodging, detoxification services and an opportunity to access treatment or other services; and

WHEREAS, according to Article 15 (Amendment) and Article 8 (Assignment) of the Agreement, the parties may amend the Agreement and Christus St. Vincent Regional Medical Center may assign or transfer its interest under the Agreement with the advance written approval of the County; and

WHEREAS, the County has been informed that Christus St. Vincent Regional Medical Center wishes to implement certain enhancement services to improve and expand the quality of detoxification services by assigning the duties and obligations under the Agreement to Santa Fe Recovery Center, Inc.; and

WHEREAS, Santa Fe Recovery Center, Inc. is a non-profit corporation whose mission is to work with individuals to sustain lifelong recovery from alcoholism, addiction, and related mental health issues, by providing culturally relevant, evidence-based, treatment and education in partnership with other community organizations; and

WHEREAS, Santa Fe Recovery Center, Inc. agrees to be bound by all the terms and conditions in the Agreement and will honor and perform all obligations under the Agreement as may be amended herein; and

WHEREAS, the County and Christus St. Vincent Regional Medical Center agree to amend the Agreement to document the County's approval of the assignment and transfer of all duties and obligations by Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center, Inc.

NOW THEREFORE, the County, Christus St. Vincent Regional Medical Center, and Santa Fe Recovery Center, Inc. agree to amend the Agreement as follows:

1. Article 1 (Scope of Work) subpart 7) is deleted and replaced with the following and a subpart 8) is inserted to read as follows:

- 7) In providing services under this Agreement Contractor will ensure that it has medical oversight of the program to include on-call services on a 24/7, 365 days a year basis by licensed medical

professional(s), which will include oversight by a physician and management by a registered nurse. There will be one licensed counselor for every fifteen clients or patients who provide direct counseling services to clients or patients. Contractor will provide documentation such as a written agreement or contract, to confirm the availability of the licensed medical professionals during the term of this Agreement.

- 8) Contractor shall abide by and ensure compliance with any applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2. Article 3 (Compensation, Invoicing and Set Off) is amended by inserting a subpart 2) to read:

2) Effective July 1, 2017, County shall pay to the Contractor for services performed to the satisfaction of County as follows:

- \$100,000 upon the County receipt and acceptance of the Contractor written progress report that is due no later than October 1, 2017. Contractor's report should contain aggregate data related to the numbers of clients served, demographics of those clients, substance use profile, recidivism analysis and information detailing linkages to continued use of resources and services.
- \$100,000 upon the County receipt and acceptance of the Contractor written progress report that is due no later than January 1, 2018.
- \$100,000 upon the County receipt and acceptance of the Contractors final report that is due no later than May 1, 2018.

3. Article 4 (Effective Date and Term) is amended to insert a new subparagraph A to read:

- A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from June 30, 2017 to June 30, 2018, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

4. Article 6 (Appropriations and Authorizations) is deleted in its entirety and replaced with:

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County may terminate

this Agreement by providing Contractor written notice of such termination in accordance with the notice provisions in this Agreement. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay Contractor for acceptable goods and/or services delivered and accepted prior to the termination date.

This Agreement is also contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County. If sufficient appropriations and authorizations, including the County's receipt of DWI related funding, 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.

5. Article 23 (Notices) is amended to delete the address of the County and the Contractor and replace with:

To the County:
Santa Fe County
Attn: CSD Director
Community Services Department
2052 Galisteo Street, Suite A
Santa Fe, New Mexico 87507

To the Contractor:
Santa Fe Recovery Center, Inc.
Attn: Sylvia Barela, Chief Executive Director
4100 Lucia Lane
Santa Fe, NM 87507
(505) 471-4985

6. By this Amendment No. 1 the County hereby consents to the assignment of the terms and conditions of the Agreement from Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center, Inc. effective June 30, 2017. All references to "Contractor" in the Agreement shall be to Santa Fe Recovery Center, Inc., 4100 Lucia Lane, Santa Fe, New Mexico 87507.

7. As of the date this Amendment approving the assignment of Agreement No. 2016-0150-DWI/BT from Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center, Inc. is approved by the County, the parties hereto agree that Santa Fe Recovery Center, Inc. will assume all liability and obligations which may arise as a result of its performance pursuant to the Agreement which may arise relating to any act, circumstance, event, matter, occurrence, course of dealing or transaction, which in any way, directly or indirectly relates to or is based upon or arises out of its performance of services under Agreement No. 2016-0150-DWI/BT, as amended herein. Furthermore, the County does hereby release and discharge Christus St. Vincent Regional Medical Center from the performance of further services to clients or patients pursuant to Agreement No. 2016-0150-DWI/BT from the date this Amendment is signed by the County.

8. The County acknowledges that in conjunction with this assignment of Agreement No. 2016-0150-DWI/BT, the County will also do all things necessary to secure a property lease with Santa Fe Recovery Center, Inc., for its operation of the detoxification center.

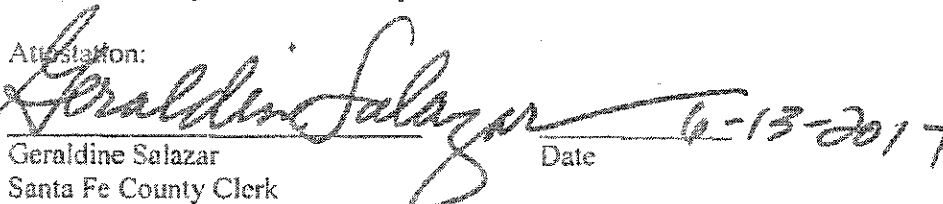
9. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Agreement No. 2016-0150-DWI/BT as of the date of last signature by the parties.

SANTA FE COUNTY:

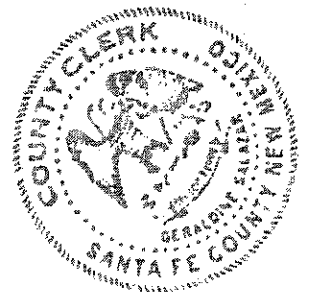

Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

Attestation:


Geraldine Salazar
Santa Fe County Clerk

Date

6-13-2017

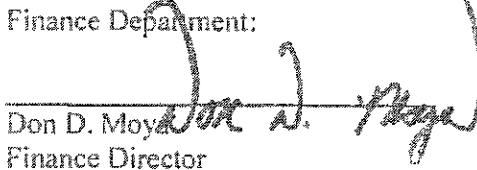


Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

6-6-17
Date

Finance Department:


Don D. Moy
Finance Director

6-7-17
Date

CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER:

[Signature]
(Signature)

6/7/17
Date

Patrick Carrion
(Print Name)

President & CEO
(Print Title)

SANTA FE RECOVERY CENTER, INC.

[Signature]
(Signature)

6/8/17
Date

Sylvia Barela
(Print Name)

Chief Executive Officer
(Print Title)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN SANTA FE COUNTY AND
CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER**

THIS AGREEMENT is made and entered into this 12th day of January 2016, between SANTA FE COUNTY, hereinafter referred to as the "County" and CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER whose principal address is 2052 S. Galisteo, Santa Fe, New Mexico hereinafter referred to as the "Contractor".

WHEREAS, the Santa Fe County Community Services Department, DWI Program, is seeking a qualified contractor to serve individuals suffering from alcohol and/or drug addiction by providing a safe, temporary lodging, detoxification services and an opportunity to access treatment or other services, thereby reducing the burden on law enforcement and on hospital emergency staff; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through Request for Proposals No. 2016-0150-DWI/BT to obtain needed services to assist individuals suffering from alcohol and/or drug addiction; and

WHEREAS, the Contractor's proposal was the most highly rated proposal; and

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, it is agreed between the parties:

1. SCOPE OF WORK

The Contractor shall provide the following services:

- 1) Manage a facility in which detoxification services for adult men and women are provided in a licensed and professional manner 24/7, 365 days a year and that promotes a community-wide, uniform approach to diversion from jail and from emergency department admissions, and provides other supportive resources to address alcohol or drug addiction. A minimum of 700 intakes of clients or patients into the facility shall be accomplished during the term of this Agreement.
- 2) Provide a clinical assessment for substance abuse and mental health issues and develop a treatment plan that includes level of care and type of services to be provided while receiving detoxification services. Provide behavioral health intervention services for adults undergoing detoxification and recommend treatment options for Sobering Center clients who are discharged from the Center. Prior to each client or patient's discharge from the Center, provide a discharge plan developed by a licensed drug and alcohol counselor that includes direct collaboration/communication with agency or agencies to which the client or patient is being referred.
- 3) Contractor's services will include services which reduce alcohol and drug addiction through an active referral and case management system, non-traditional healing therapeutic services, wrap-around services and access to other community resources.

- 4) Provide safe transportation of individuals or patients to the Contractor's detoxification facility.
- 5) Contractor's programs will continue to actively engage in program evaluation and quality assurance review.
- 6) Collect data in the form of written reports that will be used to evaluate the Contractor's facility and services. Data collection shall consist of information such as the number of individuals or patients services, the demographics of individuals or patients served, the substance abuse profiles of individuals or patients served, the number of individuals or patients treated for mental health issues the number of individuals or patients successfully treated and discharged, data relating to the Contractor's continuum of care and referral of individuals or patients to other resources and services, recidivism analysis, and number of client or patients who have received prior treatment at the Sobering Center. These data reports shall be submitted to the County DWI Planning Council Coordinator at the end of each month for the term of this Agreement.
- 7) In providing services under this Agreement, Contractor will ensure that it has a licensed physician on call at all times during the term of this Agreement and that there is one certified counselor for every eight clients or patients who provide direct counseling services to Sobering Center clients or patients. Contractor will provide documentation such as a written agreement or contract, to confirm the availability of a physician 24/7, 365 days per year during the term of this Agreement.
- 8) Submit the monthly data reports described in 6) above and the periodic written reports described in paragraph 3. A.1) below.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no 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 a written amendment to this Agreement.

3. 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 31, 2016. Contractor's reports should contain aggregate data related to the numbers of clients served, demographics of

those clients, substance use profile, recidivism analysis and information detailing linkages to continue resources/services.

- \$100,000.00 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than April 15, 2016.
- \$100,000.00 upon the County's receipt and acceptance of Contractor's written final progress report that is due no later than June 30, 2016.
- \$100,000.00 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than January 31, 2017. Contractor's reports should contain aggregate data related to the numbers of clients served, demographics of those clients, substance use profile, recidivism analysis and information detailing linkages to continue resources/services.
- \$100,000.00 upon the County's receipt and acceptance of Contractor's written progress report that is due no later than April 15, 2017.
- \$100,000.00 upon the County's receipt and acceptance of Contractor's written final progress report that is due no later than June 30, 2017.

- 2) The total compensation payable to the Contractor under this Agreement shall not exceed six hundred thousand dollars (\$600,000.00), *inclusive* of New Mexico gross receipts tax.
- 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 parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be Lupe Sanchez, Santa Fe County Community Services Department, DWI Planning Council Coordinator, (505) 992-9840, or such other individual as may be designated in the absence of the office representative.

- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- 3) Within thirty (30) days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. 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.

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

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties. The initial term of this Agreement will be eighteen (18) months commencing on the effective date and terminating June 30, 2017, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The parties may agree to extend the term of this Agreement, however, in no event will the term of this Agreement exceed four (4) years in total.

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, including the County's receipt of DWI related funding for FY 2017, 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.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such 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 I (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 applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. 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 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
	P.O. Box 276

Santa Fe, New Mexico 87504-0276

To the Contractor: Christus St. Vincent Regional Medical Center
Attn: Kristin Carmichael, Director
Community Health
2052 S. Galisteo
Santa Fe, New Mexico 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 New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the 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. NO THIRD-PARTY BENEFICIARIES

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

27. 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 \$1,000,000.00 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. Santa Fe County shall be a named additional insured on the policy.

C. 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.

28. 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.

29. 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.

30. 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 (Appendix D).


31. 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 Agreement as of the last date of signature below.

SANTA FE COUNTY:


Chair
Santa Fe County Board of Commissioners


Date

ATTESTATION:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

1-12-2016
Date

Approved as to form:

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

1-7-16
Date

Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Finance Director

1/8/16
Date

CONTRACTOR:

Patrick Carree
(Signature)

1/10/16
Date

PATRICK CARREE
(Print Name)

PRESIDENT & CEO
(Print Title)

