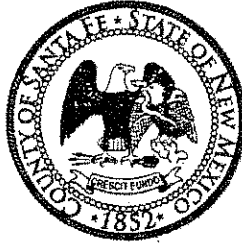


Henry P. Roybal
Commissioner, District 1

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: *May 25, 2017*

To: *Santa Fe County Board of County Commissioners*

From: *Lupe Sanchez, DWI Coordinator, Santa Fe County*

Via: *Katherine Miller, County Manager*
Rachel O'Connor, Director, Community Services Department

Item & Issue: *BCC Meeting June 13, 2017*

Re: **Request Approval of Amendment No. 1 to Agreement #2016-0150-DWI/BT to allow for Contract Assignment from CHRISTUS St. Vincent Regional Medical Center to Santa Fe Recovery Center to Provide Enhanced Social Detoxification Services, Extending the Term an Additional Year, and Increasing the Amount by \$300,000.** *(Lupe Sanchez, Community Services Department)*

ISSUE

Santa Fe County Community Services Department/DWI Program is seeking approval of Amendment No. 1 to Agreement No. 2016-0150-DWI/BT which assigns the Agreement from CHRISTUS St. Vincent Regional Medical Center Service to Santa Fe Recovery Center. Amendment No. 1 as proposed will provide enhanced Social Detoxification services, including increased medical oversight by a Physician or Registered Nurse, use of Medical Technicians for medication management, on-site access to counseling services for clients and increased access to a continuum of care for clients transitioning from the Center. The amendment seeks to increase the term for one year with an additional \$300,000, to operate the program. The amount of the increase in compensation and contract assignment requires Board of County Commissioners approval.

By contract assignment, Amendment No. 1 will extend the term of the Agreement to include and additional year from June 30, 2017 to June 30, 2018 for a total contract amount over a three year time period, of \$900,000. Funding originates from the Local DWI (LDWI) grant funds which 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 annually to provide detoxification services in Santa Fe County.

BACKGROUND

In 2006, Santa Fe County opened up the Sobering Center providing detoxification services for Santa Fe County residents. The Sobering Center was created to provide individuals dealing with alcohol and drug addictions an opportunity to access treatment and other needed services, thereby reducing the burden on law enforcement, first responders and hospital emergency staff. The Sobering Center remained under County operation until fiscal year 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. Since Fiscal Year 2011 CHRISTUS St. Vincent's has remained the sole provider of the Sobering Center.

Santa Fe County is seeking to amend Professional Services Agreement (PSA) No. 2016 – 0150-DWI/BT dated January 12, 2016 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 and other services. 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. Enhanced services will include but not be limited to the following:

1. Increased medical oversight of the program to include on-call services on a 24/7, 365 days a year by a licensed medical professional, to include either a Physician or a Registered Nurse.
2. Increased medical support by the use of on-site medical technicians who will monitor clients and manage medication use by the clientele.
3. Availability of a licensed counselor for clients experiencing detoxification.
4. Access to treatment and counseling groups during detoxification.
5. Increased access to a full continuum of services including but not limited to treatment, transitional housing and supportive employment.

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. 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.

RECOMMENDATION

Staff recommends approval of Amendment No. 1 to allow for contract assignment to Professional Service Agreement No. #2016-0150-DWI/BT between Santa Fe County and St. Vincent Regional Medical Center to Santa Fe Recovery to provide Enhanced Social Detoxification services.

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

THIS AMENDMENT is made and entered into this _____ day of _____ 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. 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.

8. 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

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Don D. Moya
Finance Director

Date

CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER:

(Signature)

Date

(Print Name)

(Print Title)

SANTA FE RECOVERY CENTER, INC.

(Signature)

Date

(Print Name)

(Print Title)

PROFESSIONAL SERVICES AGREEMENT 242-0481-465
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 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 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

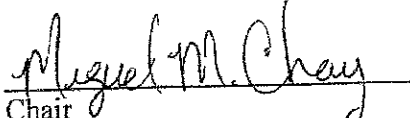
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County (Appendix D).

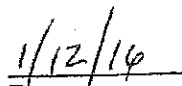
31. SURVIVAL

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 1-12-2016
Geraldine Salazar Date
Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer 1-7-16
Gregory S. Shaffer Date
Santa Fe County Attorney

Finance Department:

Carole H. Jaramillo 1/8/16
Carole H. Jaramillo Date
Finance Director

CONTRACTOR:

Patrick Carrie 1/11/16
(Signature) Date

PATRICK CARRIE
(Print Name)

PRESIDENT & CEO
(Print Title)

SANTA FE
Recovery Center
THE PATH TO RECOVERY

4100 Lucia Lane • Santa Fe, NM 87507 • PHONE: 505-471-4985 • FAX: 505-471-6084 • www.sfrecovery.org

May 24, 2017

Rachel O'Connor, Director
Community Services Department
Santa Fe County
2052 Galisteo Street
Santa Fe, New Mexico

RE: Request to transfer assignment of Agreement 2016-1050-DWI-BT dated January 12, 2016 to Santa Fe Recovery Center in accordance with Section 8 of the Agreement

Dear Ms. O'Connor:

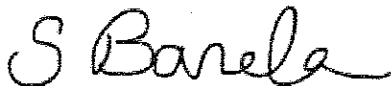
Please accept this letter as notification that the Santa Fe Recovery Center has reviewed and accepts assignment of the Santa Fe County DWI Service Agreement for Detox Services currently assigned to CHRISTUS St. Vincent Medical Center (2016-1050-DWI-BT) dated January 12, 2016. We accept assignment of the aforementioned agreement and request the extension of the term of the agreement to June 30, 2018.

The terms of the assignment are acceptable to Santa Fe Recovery Center with the following clarifications:

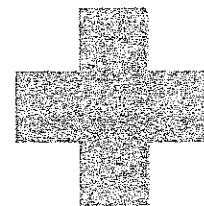
1. We will ensure medical oversight of the program to include on-call services 24/7, 365 days a year by a licensed medical professional, but that individual may be either a Physician or a Registered Nurse; and
2. We will provide a licensed counselor for the program, but not at the ratio of 1 counselor for every 8 clients. There will be one licensed counselor for the 15 bed facility.

The Recovery Center is pleased to accept the assignment as otherwise written, and looks forward to continuing our positive and ongoing relationship with Santa Fe County.

Sincerely,



Sylvia Barela, MBA
Chief Executive Officer



VIA CERTIFIED MAIL – Return Receipt Requested

May 24, 2017

Ms. Rachel O'Connor, Director
Community Services Department
Santa Fe County
2052 Galisteo Street
Santa Fe, New Mexico

Dear Ms. O'Connor,

Re: Request for assignment of Agreement 2016-1050-DWI-BT dated January 12, 2016 to Santa Fe Recovery Center in accordance with Section 8 of the Agreement.

CHRISTUS St. Vincent is requesting approval from Santa Fe County to assign the operation and terms of the DWI grant (Agreement 2016-1050-DWI-BT) effective June 30, 2017.

CHRISTUS St. Vincent will provide continued funding to Santa Fe Recovery Center from July 1, 2017 through June 30, 2019 based upon compliance with the Agreement between CHRISTUS St. Vincent's and Santa Fe Recovery Center. This decision was made based upon the experience and expertise of Santa Fe Recovery Center in providing enhanced social detox services in the community. Santa Fe Recovery is able to provide enhanced services to the community as follows:

- Physician consultation, nurse management, and certified medical techs.
- Culturally appropriate, structured environment that incorporates evidence-based counseling, medication assisted treatment, individualized treatment, education and referral to services.
- Treatment to homeless, indigent and low-income individuals with no other option for treatment.
- An array of treatment services including residential treatment, intensive outpatient treatment and sober living services.

Santa Fe Recovery Center is uniquely qualified to provide these services because of their experience and expertise. They have been providing Residential and Outpatient services since 2005. They are a CARF (Commission on the Accreditation of Rehabilitation Facilities) accredited addictions program in New Mexico and the only non-profit residential treatment program in Santa Fe. CHRISTUS St. Vincent has a track-record working with Santa Fe Recovery Center as they have received CHRISTUS St. Vincent community benefit funds since 2010.

Thank you for your prompt attention and cooperation in this matter. We appreciate the relationship that we have maintained with County and look forward to a smooth transition. Please feel free to contact me at 505-913-5270.

Respectfully,

Patrick Carrier
President and Chief Executive Officer

PC/ddt

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: *May 31, 2017*

TO: *Board of County Commissioners*

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

VIA: *Katherine Miller, County Manager*
Pablo Sedillo, III, Public Safety Director

ITEM AND ISSUE: *BCC Meeting June 13, 2017*

Request Authorization for the County Manager to Execute and Sign the Purchase Order for the Installation of a New Camera System at the Adult Detention Facility and the Youth Development Program, for a Not to Exceed Amount of \$850,000.00, Inclusive of NM Gross Receipts Tax. (Purchasing/Bill Taylor)

ISSUE:

In 2016 and 2017, Santa Fe County Public Safety Department was allocated \$850,000 to upgrade and improve the current camera security system at both the Adult Detention Facility and the Youth Development Program. The budget amount for this project exceeds the County Manager's signature authority and requires approval by the Board of County Commissioners, pursuant to Resolution 2014-143, Section 3 a.

BACKGROUND AND DISCUSSION:

The Santa Fe County Correctional Facility ("County") is seeking proposals from interested Contractors utilizing the Statewide Price Agreement No. 20-00075 to install and service a fully integrated IP based camera system for the Adult Detention Facility and the Youth Detention Program, located at 28 Camino Justicia and 4250 Airport Rd. in Santa Fe, respectively.

The goal of this project is to move from the existing analog system in the facilities to a system that includes a physical server (software/interface and storage), IP POE (Power over Ethernet) cameras, and a web based interface. This system will allow staff to identify inmates which are involved in incidents within each facility. All infrastructure within the facility will need to be evaluated and updated/replaced as required.

This procurement will adhere to the terms and conditions of the Statewide Price Agreement No. 20-00075.

ACTION REQUESTED:

The Purchasing Division requests the BCC authorization be given to the County Manager to execute and sign the purchase order for the purchase and installation of a new camera system at the Adult Detention Facility and the Youth Development Program, for a not to exceed amount of \$850,000, inclusive of NMGR.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

RESOLUTION NO. 2014 - 143

**A RESOLUTION ESTABLISHING SIGNATURE AUTHORITY OF THE COUNTY
MANAGER WITH RESPECT TO CERTAIN AGREEMENTS AND APPLICATIONS
AND RATIFYING CERTAIN INTERGOVERNMENTAL AGREEMENTS
PREVIOUSLY SIGNED BY THE COUNTY MANAGER BASED UPON APPARENT
AUTHORITY**

WHEREAS, Santa Fe County (County) enters into numerous agreements each year, including grant agreements, that often do not involve significant policy questions, are often part of the routine day-to-day business of the County, and are often time-sensitive; and

WHEREAS, it is therefore appropriate and in furtherance of the efficient operation of County government to delegate to the County Manager the authority to execute agreements within limits prescribed by the Board of County Commissioners (BCC); and

WHEREAS, the BCC has previously delegated general signature authority to the County Manager in various resolutions, including the County's Purchasing Regulations and Policy Manual (Purchasing Regulations); and

WHEREAS, the Purchasing Regulations do not apply to grant agreements and real property transactions, making them a poor fit for delegated signature authority with respect to such agreements; and

WHEREAS, this structural issue has caused confusion with respect to the County Manager's signature authority, as described in the following recitals; and

WHEREAS, in Resolution No. 2006-114, the BCC delegated to the County Manager "the authority and responsibility to approve a contract creating revenue for the County, a Memorandum of Agreement, a Memorandum of Understanding, a grant application, a contract accepting a grant, and a cooperative agreement with another agency, up to the sum of one hundred thousand dollars (\$100,000)" as well as the authority to sign contract amendments extending the term of the contract; and

WHEREAS, in Resolution No. 2009-91, as amended by Resolution No. 2009-102, the Board amended Resolution No. 2006-114 to increase the County Manager's signature authority over such agreements to "the sum of Two Hundred and Fifty Thousand dollars (\$250,000) or less"; and

WHEREAS, on April 10, 2012, the BCC adopted Resolution No. 2012-57 "to clarify matters concerning County's procurement practices"; and

WHEREAS, notwithstanding its focus on procurement practices, Resolution No. 2012-57 rescinded Resolution Nos. 2006-114 and 2009-102 in their entirety, including the provision that addressed the County Manager's authority to approve a contract creating revenue for the County, a Memorandum of Agreement, a Memorandum of Understanding, a grant application, a

contract accepting a grant, and a cooperative agreement with another agency, for the sum of two hundred and fifty thousand dollars (\$250,000) or less; and

WHEREAS, by the adoption of Resolution No. 2012-57, the BCC did not intend to rescind the County Manager's authority with respect to contracts creating revenue for the County, Memoranda of Agreement, Memoranda of Understanding, grant applications, contracts accepting grants, and cooperative agreements, for the sum of two hundred and fifty thousand dollars (\$250,000) or less, and the County Manager has, with the BCC's knowledge, continued to sign such agreements since the adoption of Resolution No. 2012-57; and

WHEREAS, the BCC desires to remedy any ambiguity caused by Resolution No. 2012-57 with respect to such agreements by expressly reestablishing the County Manager's signature authority with respect to such agreements and to ratify all such agreements that the County Manager has signed since the adoption of Resolution No. 2012-57; and

WHEREAS, it is desirous to memorialize the County Manager's general signature authority in a single resolution and to increase the County Manager's general signature authority with respect to certain real property transactions.

NOW, THEREFORE, BE IT RESOLVED by the BCC:

1. **Definitions.** As used in this Resolution, the following terms and symbols have the following meanings:

- a. "BCC" means the Board of County Commissioners.
- b. "Contract" means a contract for the purchase of tangible personal property or services, including professional services, regardless of whether the contract is exempt from the Procurement Code and regardless of the title of the contract.
- c. "County" means Santa Fe County.
- d. "Grant" means all non-exchange transactions pursuant to which a governmental agency or person grants or donates money, services, and personal property to the County for general or limited purposes.
- e. "Grant agreement" means the agreement pursuant to which a grant is made to the County, regardless of whether the agreement is titled as a grant agreement, a memorandum of agreement, a memorandum of understanding, a cooperative agreement, or some other title.
- f. "Purchasing Regulations" means the County's Purchasing Regulations and Policy Manual, as adopted by Resolution No. 2006-60 and amended by Resolution Nos. 2009-91, 2009-102 and 2012-57.
- g. "Services" and "Professional Services" have the meanings ascribed to them in the State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 NMSA 1978, as such may be amended from time to time.
- h. "Signature Authority" means the authority to sign a document on behalf of the County and bind the County to the terms thereof.
- i. In the charts in Section 3:

REC'D - COUNTY CLERK
RECORDED
12/16/2011

1) a "Y" means that the agreement is within the signature authority of the official or body; a "N" means that it is not;

2) \leq means less than or equal to; and

3) $>$ means greater than.

2. Signature Authority: General Rules.

a. The County Manager is not required to make a decision with respect to a document within the County Manager's signature authority. Rather, the County Manager may bring any document within the County Manager's signature authority to the BCC for consideration, approval, or disapproval.

b. When the County Manager is unavailable, the County Manager may sub-delegate the County Manager's signature authority to another County employee during the period of unavailability; provided such sub-delegation must be in writing.

c. The BCC may grant the County Manager additional signature authority with respect to any transaction through ordinance, resolution, or other appropriate BCC action.

d. All dollar figures used in Section 3 of this Resolution are exclusive of applicable gross receipts and governmental gross receipts tax.

e. The County Manager may approve amendments to agreements originally signed by the County Manager, provided the agreement, as amended, remains within the County Manager's signature authority.

f. Terms include all possible extensions or renewal terms. For example, for purposes of determining signature authority, the term of a lease with a one-year initial term and an option to extend for an additional six-month term would be 1.5 years.

g. Contract sums, grant revenue to the County, and consideration to be paid under real estate contracts are determined based upon the entire term of the agreement rather than by fiscal year, calendar year, or any other period.

3. Signature Authority: Specific Types of Transactions.

a. Contracts.

	<u>Original Contract</u>		<u>Amendments to Contracts Approved by the County Manager</u>		<u>Amendments to Contracts Approved by the BCC</u>	
	<u>Contract Sum</u>		<u>Amended Contract Sum</u>		<u>Increase to Contract Sum Approved by BCC Due to Amendments</u>	
<u>Official or Body</u>	$\leq \$250,000$	$> \$250,000$	$\leq \$250,000$	$> \$250,000$	$\leq 10\%$ and $\leq \$500,000$	$> 10\%$ or $> \$500,000$
County Manager	Y	N	Y	N	Y	N
BCC	Y	Y	Y	Y	Y	Y

2011 JAN 12 10:24 AM

b. Grant Agreements.

	<u>Original Grant Agreement</u>		<u>Amendments to Grant Agreements Approved by the County Manager</u>		<u>Amendments to Grant Agreements Approved by the BCC</u>	
	<u>Grant Revenue to County</u>		<u>Amended Grant Revenue to County</u>		<u>Increase to Grant Revenue to County Approved by BCC Due to Amendments</u>	
<u>Official or Body</u>	$\leq \$250,000$	$> \$250,000$	$\leq \$250,000$	$> \$250,000$	$\leq 10\%$ and $\leq \$500,000$	$> 10\%$ or $> \$500,000$
County Manager	Y	N	Y	N	Y	N
BCC	Y	Y	Y	Y	Y	Y

The County Manager is also authorized to approve and sign on behalf of the County all grant applications, except for grant applications that would commit the County to accept a grant the amount of which is beyond the signature authority of the County Manager.

c. Agreements Related to County Owned Real Property. As used herein, "Agreements Related to County Owned Real Property" means leases, licenses, temporary easements, and other agreements of limited duration allowing a party the right to use or occupy real property.

	<u>Original Agreements Related to County Owned Real Property</u>		<u>Amendments to Agreements Related to County Owned Real Property Approved by the County Manager</u>		<u>Amendments to Agreements Related to County Owned Real Property Approved by the BCC</u>
	<u>Term and Payments to County</u>		<u>Amended Term and Payments to County</u>		
<u>Official or Body</u>	≤ 1 year and $\leq \$250,000$	> 1 year or $> \$250,000$	≤ 1 year and $\leq \$250,000$	> 1 year or $> \$250,000$	
County Manager	Y	N	Y	N	N
BCC	Y	Y	Y	Y	Y

d. Agreements Related to Real Property Owned by a Third Party. As used herein, "Agreements Related to Real Property Owned by a Third Party" means leases, licenses, temporary easements, and other agreements of limited duration allowing the County the right to use or occupy real property.

	Original Agreements Related to Real Property Owned by a <u>Third Party</u>		Amendments to Agreements Related to Real Property Owned by a Third Party Approved by the <u>County Manager</u>		Amendments to Agreements Related to Real Property Owned by a Third Party <u>Approved by the BCC</u>
	Term and Consideration <u>Payable by County</u>		Amended Term and Consideration Payable by <u>County</u>		
<u>Official or Body</u>	≤ 4 years and ≤ \$250,000	> 4 years or > \$250,000	≤ 4 years and ≤ \$250,000	> 4 years or > \$250,000	
County Manager	Y	N	Y	N	N
BCC	Y	Y	Y	Y	Y

4. **Previous Agreements Ratified.** The Board hereby ratifies all contracts creating revenue for the County, Memoranda of Agreement, Memoranda of Understanding, grant applications, contracts accepting grants, and cooperative agreements with other governmental entities, for the sum of two hundred and fifty thousand dollars (\$250,000) or less, that were signed by the County Manager from April 10, 2012, through the date this Resolution is adopted.

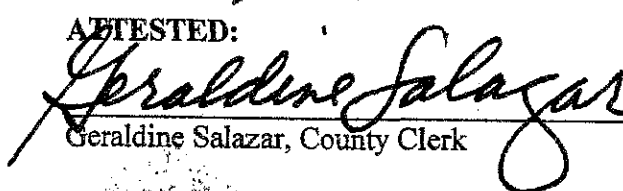
5. **Previous Resolutions and Policies Rescinded.** Any resolution or policy of the County that is inconsistent with the general, non-transaction specific signature authority established herein is hereby rescinded, including, but not limited to, Section 74(B) and Section 74(C) of the Purchasing Regulations.

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2014.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By: 
Daniel W. Mayfield, Chair

ATTESTED:


Geraldine Salazar, County Clerk

APPROVED AS TO FORM:


Gregory S. Shaffer, County Attorney



12-9-2014

REC'D DECEMBER 12 2014

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 10TH Day Of December, 2014 at 12:07:05 PM
And Was Duly Recorded as Instrument # 1752638
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Deputy Marcelle Salazar Geraldine Salazar
County Clerk, Santa Fe, NM



REC'D BY REC'D 12/18/2014

