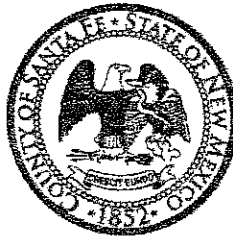


**Henry P. Roybal**  
Commissioner, District 1

**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:** *January 9, 2018*

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

**From:** *Stephanie Schardin Clark, Finance Director* 

**Via:** *Rachel O'Connor, Director, Community Services Department*   
*Lupe Sanchez, DWI Planning Council Coordinator* 

**Re:** *Resolution No. 2018 - \_\_\_\_\_, A Resolution Requesting a Budget Increase To The Alcohol Programs Fund (241) To Budget A Grant Awarded To The DWI Program / \$127,000.00. (Finance Division/ Stephanie Schardin Clarke)*

**Issue:**

Request approval of a resolution to make the budget adjustment to the Local DWI Fund, increasing the current budget by \$127,000.00 through a reversion grant awarded to the DWI Program by the New Mexico Department of Finance and Administration Local Government Division.

**Background:**

Local DWI (LDWI) funds provide a majority of the funding for the Santa Fe County DWI Program. These 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 reversion grant allows for Santa Fe County to apply for LDWI funds reverted back to DFA by the DWI program, Santa Fe County was awarded \$127,000.00.

County staff developed the application and incorporated suggestions from staff and the DWI Planning Council. This resolution was endorsed by the DWI Planning Council.

**Staff Recommendation:**

Staff recommends the approval of this resolution.



# SANTA FE COUNTY

## RESOLUTION 2018 - \_\_\_\_\_

### A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on \_\_\_\_\_, did request the following budget adjustment:

Department / Division: CSD/DWI Fund Name: Alcohol Programs Fund (241)  
 Budget Adjustment Type: Budget Increase Fiscal Year: 2018 (July 1, 2017 - June 30, 2018)

**BUDGETED REVENUES:** (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
241	0404	371	04-00	DWI Local / Grant / State	127,000	
<b>TOTAL (if SUBTOTAL, check here)</b>					\$127,000	

**BUDGETED EXPENDITURES:** (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
241	0404	464	50-03	Contractual/Professional	127,000	
<b>TOTAL (if SUBTOTAL, check here)</b>					\$127,000	

Requesting Department Approval: *Joseph Plummer* Title: CSD Director Date: 1/9/18  
 Finance Department Approval: \_\_\_\_\_ Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2018 - \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

### BUDGET ADJUSTMENT CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
<b>TOTAL (if SUBTOTAL, check here )</b>						

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
<b>TOTAL (if SUBTOTAL, check here )</b>						

# SANTA FE COUNTY

## RESOLUTION 2018 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Lupe Sanchez Dept/Div: CSD/DWI Phone No.: 992-9840

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.  
 The Community Services Department DWI Program received funding to enhance treatment services and school base prevention from a Reversion Grant. Awarded to the DWI program from the Department of Finance and Administration, Local Government Division. CSD is seeking to increase the total budget. \$498,877.00 is budgeted in (241-0404-464-5003). CSD is requesting \$127,000.00 be placed into (241-0404-464-5003). This will increase the total budget for contractual services to \$625,877.00

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
50-03	Additional services to provide alcohol/substance abuse treatment and alcohol prevention in the Santa Fe Public Schools.	\$127,0000

- 2) Is the budget action for RECURRING expense x or for NON-RECURRING (one-time only) expense

SANTA FE COUNTY

RESOLUTION 2018 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Lupe Sanchez

Dept/Div: CSD / DWI

Phone No.: 992-9840

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (if applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES X NO \_\_\_\_\_  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.  
LDWI Grant Agreement No. 18-D-G-27
  - c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request. N/A

**SANTA FE COUNTY**

**RESOLUTION 2018 - \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This \_\_\_\_\_ Day of \_\_\_\_\_, 2018.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
Henry P. Roybal, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk





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

DWI GRANT AGREEMENT  
Project No. 18-D-G-27

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

**WITNESSETH:**

**WHEREAS**, this Grant Agreement is made pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations NMAC 2.110.4 (the "Regulations"); and

**WHEREAS**, on November 2, 2017, the DWI Grant Council awarded the GRANTEE \$127,000.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project");

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

**ARTICLE I - SCOPE OF WORK**

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

**ARTICLE II - LENGTH OF GRANT AGREEMENT**

- A. Upon being duly executed by the DIVISION, the term of this Grant Agreement shall be from November 2, 2017 through June 30, 2018.

**ARTICLE III - REPORTS**

- A. Evaluation
  - I. GRANTEE agrees that data entered into the DWI Screening Program is complete and accurate, which allows the Department of Finance and Administration's (hereinafter "DFA") designated evaluation contractor to develop and implement an evaluation system.

2. GRANTEE agrees to prepare an evaluation of the Prevention, Treatment, and/or Compliance Monitoring Components using the Local DWI evaluation plan template.
3. GRANTEE agrees to attend meetings with DIVISION staff.
4. GRANTEE agrees to submit to the DIVISION quarterly status reports from the Evaluator that include general updates, process, and outcome evaluation developments which occurred during the preceding quarter.
5. GRANTEE agrees to submit a preliminary evaluation report to the DIVISION, no later than August 31<sup>st</sup> or, if this agreement is not fully executed by August 31<sup>st</sup>, the preliminary evaluation report will be due to the DIVISION no later than two months from the date of final execution of this agreement. The DIVISION shall have the sole authority to determine the format in which the preliminary evaluation report shall be submitted.

B. Progress Reports

1. In order that the DIVISION may adequately evaluate the progress of the Grant Agreement, the GRANTEE shall be required to provide periodic quarterly Progress Reports to the DIVISION. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the GRANTEE's evaluation as may be of assistance to the DIVISION in its evaluation. The first quarterly Progress Report is due January 31, 2018.
2. GRANTEE assures that Progress Reports submitted to the DIVISION will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
3. One copy of the corresponding quarterly Progress Report shall be submitted to the DIVISION no later than January 31, 2018, and April 30, 2018 for review and comment.
4. In order that the DIVISION may adequately evaluate the progress of the Local DWI grant program statewide, the GRANTEE shall provide within thirty (30) days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the GRANTEE, provided that such information shall not

contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The GRANTEE shall submit to the DIVISION one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than July 11, 2018.

D. Annual Report

1. The GRANTEE shall submit to the DIVISION one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the DIVISION.
2. The Annual Report shall be submitted no later than July 25, 2018.

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

- A. In consideration of the GRANTEE's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the DIVISION shall pay the GRANTEE a sum not to exceed One Hundred Twenty Seven Thousand Dollars and No Cents (\$127,000.00). The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", and made a part hereof. It is understood and agreed that the GRANTEE's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the DIVISION.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the DIVISION for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the DIVISION of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D;" Fees Collected Summary Form, attached hereto as Exhibit "E;" and Detailed Breakdown by Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.

- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. The GRANTEE shall not bill the DIVISION for the same service or services billed to another funding agency or source.

#### ARTICLE V - MODIFICATION AND TERMINATION

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

#### ARTICLE VI - CERTIFICATION

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

- A. It has the legal authority to receive and expend the funds as described in the Project Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the DIVISION.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State

and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The GRANTEE agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities, or programs provided through a service provider must be implemented through a professional service contract. The GRANTEE will submit all Project-related contracts and agreements to the DIVISION for review and approval prior to execution. Amendments to existing contracts must also be submitted to the DIVISION for review and approval prior to execution.
- GRANTEES will be required to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the GRANTEE's governing body guidelines have more stringent requirements, the GRANTEE's governing body's guidelines must be followed. Sole source contracts can be utilized if justification can be provided that the organization(s) is a unique organization in regard to the services required and the only organization in the area that can provide the services. The GRANTEE will be required to submit to the DIVISION written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.
- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the DIVISION in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the DIVISION.
- I. No member, officer, employee, or family member(s) of the GRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the GRANTEE shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. When applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

#### ARTICLE VII - RETENTION OF RECORDS

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

#### ARTICLE VIII - REPRESENTATIVES

- A. The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of the approved Project:

Name: Lupe Sanchez  
Title: Coordinator  
Address: 2052 Galisteo Street  
Santa Fe, NM 87505  
  
Phone: (505) 992-9840  
Fax: (505) 992-9855  
Email: lasanchez1@santafecounty.org

- B. The DIVISION designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of GRANTEE:

Name: Malia Melhoff  
Title: DWI Program Manager  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 203  
Santa Fe, NM 87501  
  
Phone: (505) 827-4947  
Fax: (505) 827-4340  
Email: MaliaM.Melhoff@state.nm.us

#### ARTICLE IX - SPECIAL CONDITIONS

- A. The GRANTEE shall not budget, nor at any time exceed, expenditures greater than ten percent (10%) of its overall grant funding for capital outlay incurred during the grant period.
- B. If applicable, the GRANTEE shall submit to the DIVISION written copies of the description:
- treatment program protocol
  - screening program protocol
  - compliance monitoring program protocol

All changes and modifications made to these program protocols, including its materials, shall be reported to the DIVISION for its review and comment.

- C. If applicable, the GRANTEE shall submit LDWI Planning Council by-laws.
- D. The GRANTEE shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained in a current up-to-date status.
- E. The GRANTEE shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.
- F. The GRANTEE shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The GRANTEE shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

#### ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the DIVISION may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between GRANTEE and a third party, by giving GRANTEE written notice of such early termination. The DIVISION's decision as to whether sufficient appropriations are available shall be accepted by the GRANTEE and shall be final and non-appealable. The GRANTEE shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement; and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

#### ARTICLE XI - REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

- A. GRANTEE shall include the following, or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement; and (ii) entered into after the effective date of this Grant Agreement:

"This contract 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 of Santa Fe may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Santa Fe's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date."

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

COUNTY OF SANTA FE

By: [Signature]  
Authorized Signatory

12-26-17  
Date

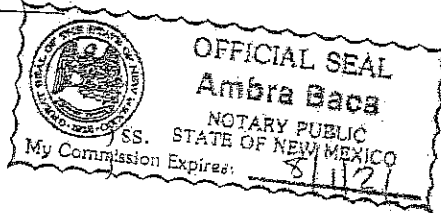
Approved as to form  
Santa Fe County Attorney

By: [Signature]  
Date: 12-22-17

Tony Flores  
(Type or Print Name)

STATE OF NEW MEXICO

COUNTY OF SANTA FE



[Signature]  
Finna Director  
12/20/17

The foregoing instrument was acknowledged before me this 26 day of December, 2017 by Tony Flores.

[Signature]  
Notary Public

My Commission Expires: 8/1/21

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

By: [Signature]  
Rick Lopez, Director

1-4-18  
Date

STATE OF NEW MEXICO )

COUNTY OF SANTA FE ) ss.

The foregoing instrument was acknowledged before me this 4th day of January, ~~2018~~ 2018 by Rick Lopez.

[Signature]  
Notary Public

My Commission Expires: 3/16/2020

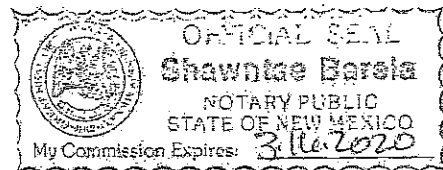


EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Santa Fe

Grant No.: 18-D-G-27

Grant Amount: \$127,000.00

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical, and social well-being of individuals, families, and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Screening:

The grant requires a county-wide screening program that addresses all municipal, district, and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA-approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved, in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3) Treatment: Outpatient/Jail based

Treatment is an array of individual, family, group or social program, or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism, or alcohol abuse.

Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail-based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic, and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior; and (2) consideration for continued treatment and/or recovery maintenance.

4) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.). Compliance monitoring follow-up may include community service supervision as well. All programs must use the State-selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

5) Coordination, Planning, and Evaluation:

The grant supports Coordination, Planning, and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning, and funding requests; development, maintenance, and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.

