

SANTA FE COUNTY
RESOLUTION 2019-139

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

Public Safety/Corrections

Budget Adjustment Type (drop down)

Budget Increase

Fiscal Year: 2020 (July 1, 2019 - June 30, 2020)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
247	0000	385	02-02	Corrections/Budgeted Cash	\$ 25,000.00	
TOTAL					\$ 25,000.00	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
247	1863	426	5090	Corrections/Services/Other Services	\$ 1,000.00	
247	1863	426	6007	Corrections/Supplies/Operational Supplies	\$ 7,650.00	
247	1863	426	6009	Corrections/Supplies/Educational Supplies	\$ 5,700.00	
247	1863	426	6010	Corrections/Supplies/Recreational Supplies	\$ 250.00	
247	1863	426	8095	Corrections/Capital Purchases/Inventory Exempt Computer	\$ 2,200.00	
247	1863	426	8099	Corrections/Capital Purchases/Capital Pkg Inv Exempt	\$ 4,800.00	
TOTAL					\$ 21,600.00	\$ -

Requesting Department Approval: _____

Title: Public Safety Date: 11/14/19

Log # 0720

Finance Department Approval: _____

Entered by: _____ Date: _____

Budget Administrator Jeff

County Manager Approval: _____

Date: 12/10/19

Updated by: _____

Date: _____

BUDGETED REVENUES: (use continuation sheet, if necessary)

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

[illegible]

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

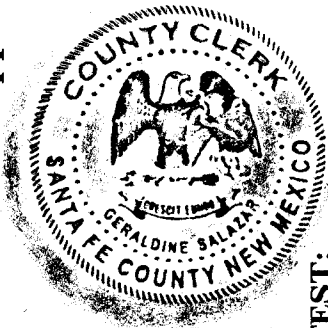
1	Please summarize the request and its purpose in the area below.			
	On July 11, 2019 the Santa Fe County Adult Detention Facility entered into a Memorandum of Agreement with the New Mexico Department of Health for the facilitation of planning activities for naloxone distribution and linkage to care for persons recently discharged from custody. The Corrections Department requests a budget increase for these funds in accounty 247-1863-426.			
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring <input type="checkbox"/>	Non-Recurring <input checked="" type="checkbox"/>	
3	Does this request impact a revenue source?		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	B. Does this include state or federal funds? 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. MOA #20.665.0300.22318 (2019-0272-CORR/BT)	<input type="checkbox"/>	<input type="checkbox"/>	
	C. Is this request is a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc)	<input type="checkbox"/>	<input type="checkbox"/>	

D. Is a match required? If Yes, please identify funding source in the line below.				<input type="checkbox"/>
PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW				
FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM
				AMOUNT
				BUDGTED (Drop Down)
SEC CLERK RECORDED 12/09/2019				

SANTA FE COUNTY
RESOLUTION 2019- 139

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

Approved, Adopted, and Passed This 26 Day of November, 2019.



ATTEST:

Geraldine Salazar
Geraldine Salazar, County Clerk

Santa Fe Board of County Commissioners

Anna T. Hamilton
Anna T. Hamilton, Chairperson



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 10

I Hereby Certify That This Instrument Was Filed for
Record On The 9TH Day Of December, 2019 at 03:02:01 PM
And Was Duly Recorded as Instrument # 1903922
Of The Records Of Santa Fe County

610Z/09/12/09/2019
CLERK RECORDED
Deputy
Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Geraldine Salazar
Martinez

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
Santa Fe County/Adult Detention Facility

This Agreement entered into between New Mexico Department of Health (DOH) and Santa Fe County/Adult Detention Facility, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES

- 1. PURPOSE**
The purpose of this agreement is to provide Santa Fe County Adult Detention Facility with funding which will facilitate planning activities for naloxone distribution and linkage to care for persons recently discharged from custody.

2. SCOPE OF WORK

The Entity shall perform the following work:

TASK #	TASK	DELIVERABLES	DUE DATE(S)
1.	LINKAGE TO CARE - Develop a plan to link all recently released inmates with a history of opioid misuse to treatment for opioid use disorder and other community support. The plan shall include an implementation outline addressing staffing, training and any other logistical issues.	Detailed plan to link recently released inmates to follow-up care post discharge.	Report due by: 8/31/2019
2.	NALOXONE DISTRIBUTION – Develop a plan to distribute naloxone, whenever possible, to all detainees with a history of opioid misuse upon release from the contractor’s facility. The plan shall include an implementation outline addressing staffing,	Detailed plan to distribute naloxone to recently released inmates.	Report due by: 8/31/2019

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	training and any other logistical issues.		
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3. **ADMINISTERING AGENCY**
 The administering agency is the DOH.

4. **COMPENSATION**

- A. The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed (\$25,000.00). This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed at the rate of twenty-five thousand dollars (\$25,000.00) BASED UPON DELIVERABLES, such compensation not to exceed (\$25,000.00) (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

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BUDGET:

TASK #	DELIVERABLES	BUDGET AMOUNT	FUNDING SOURCE (DOH USE ONLY- FUNDING IS SUBJECT TO CHANGE)
1.	Detailed plan to link recently released inmates to follow-up care post discharge.	\$10,000.00	DOHPDCOP19CO
2.	Detailed plan to distribute naloxone to recently released inmates.	\$15,000.00	DOHPDCOP19CO
	TOTAL	\$25,000.00	

- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not

incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. **PROPERTY**

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.**

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all

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lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on (8/31/2019) or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.

- A. **Lobbying.** The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. **Suspension and Debarment.** For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. **Political Activity.** No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. **Grantor and Entity Information.**
 1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – 93.136
 - ii. Program Title – Prescription Drug Overdose Prevention for States
 - iii. AGENCY/OFFICE – Centers for Disease Control and Prevention
 - iv. GRANT NUMBER – NU17CE002727-03-01
 2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is 193057168.

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- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].
 - 1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - 2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - 3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health

By: 
Authorized Signature Designee

Date: 7/30/19

Certified For Legal Sufficiency:

By: 
Department of Health
Assistant General Counsel

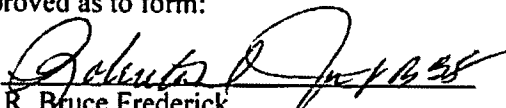
Date: 7/22/19

Santa Fe County/Adult Detention Facility

By: 
Authorized Signature Designee

Date: 7.11.19

Approved as to form:

By: 
R. Bruce Frederick
Santa Fe County Attorney

Date: 7/9/19

By: 
Gary L.J. Giron
Santa Fe County Finance Director

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