SANTA FE COUNTY
RESOLUTION 2026 - 146

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

Whereas, the Board of County Commissioners meeting in regular session on November 10, 2026, did request the following budget adjustment:

Department / Division: Public Safety / Fire

Budget Adjustment Type (drop down): **Other** Fiscal Year: 2027 (July 1, 2026 - June 30, 2027)

BUDGETED REVENUES: (use continuation sheet, ifnecessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
244	0802	380	01-05	Intergovernmental JPA NM DOH	$ 100,000	
Subtotal from First Page					$ 100,000	$ -

BUDGETED EXPENDITURES: (use continuation sheet, ifnecessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
244	0802	421	20-93	Uniforms	$ 20,000	
244	0802	421	50-03	Contractual Services	50,000	
244	0802	421	60-07	Operational Supplies	24,000	
244	0802	421	70-03	Telephone/Internet	700	
244	0802	421	70-37	Printing Publishing	300	
244	0802	482	80-15	Capital - Computers/Peripherals	5,000	
Subtotal from First Page					$ 100,000	$ -

Requesting Department Approval: Maricela Martinez **Title:** PSD ASD Director **Date:** 10/6/2026 **Log #** 8

Capital/Grants Approval: [signature] **Date:** 10/27/2026 **Budget Administrator:** [signature]

Finance Dept Approval: [signature] **Date:** 10/27/2026 **Entered by:** _____ **Date** _____

County Mgr Approval: [signature] **Date:** 11/9/2026 **Updated by:** _____ **Date:** _____

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SANTA FE COUNTY
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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.		
	The Fire Department is requesting a budget increase of $100,000 to the Fire Operations Fund (244) to budget an Intergovernmental Agreement with the New Mexico Department of Health (DOH) in support of the Naloxone Leave Behind programming.		
		Recurring	Non-Recurring
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		X
		Yes	No
3	Does this request impact a revenue source?	X	
	A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy		X
	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. **NM DEPARTMENT OF HEALTH**	X	
	C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)		X
	D. Is a match required? If Yes, please identify finding source in the line below.		X

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)

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SANTA FE COUNTY
RESOLUTION 2026 - 146

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

Approved, Adopted, and Passed This 10th Day of November, 2026.

Santa Fe Board of County Commissioners

Justin Greene, Chairperson

ATTEST:

Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 32

I Hereby Certify That This Instrument Was Filed for
Record On The 12TH Day Of November, 2026 at 01:53:39 PM
And Was Duly Recorded as Instrument # 2095680
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy _____ County Clerk, Santa Fe, NM

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Agreement No. 27-IGA-3030-00214

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the "Agency," and **Santa Fe County (for the Santa Fe County Fire Department)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency and desires to engage and the Contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate June 15, 2027 , unless terminated pursuant to Article VI (Termination of Agreement), or Article XX (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XX (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **$100,000.00**. The annual budget is attached hereto as "**Attachment 1 – Scope of Work and Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make quarterly payments to the Contractor for services and costs specified in **Attachment 1 – Scope of Work and Budget**. The Contractor shall submit certified and documented invoices and vouchers quarterly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

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ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XX, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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 Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT. Any and all claims by third parties resulting from this IGA are subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1. Neither party will be liable for the acts or omissions of the other party, nor for those of the other party's employees.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this

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Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE IX. Confidentiality

A. 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 Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or any applicable state or federal law or regulations.

B. The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

C. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information.

D. If the Contractor may reasonably be expected to have access to Agency's' Protected Health Information (PHI) as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute

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the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this Agreement in accordance with Article VI of this Agreement.

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. 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 prior written approval of the Agency.

ARTICLE XII. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

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ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor 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 Contractor, 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 agreement, 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 agreement, 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 agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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B. Suspension and Debarment. For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors 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 contractors 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 contractors. 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 Contractor Information.

1. If applicable, funding under this agreement is from the Assistance Listing Number (ALN) Program:
   i. ALN Number – 93.136
   ii. Program Title – Overdose Data to Action—States, Community-Based Linkage To Care
   iii. Agency/Office – Centers for Disease Control and Prevention
   iv. Award Number – NU17CE010193
2. Contractor's Unique Entity ID (UEI) is **DANEJBLFKHY4**

E. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of $150,000, requires the Contractor 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).

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement 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 agreement, 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.

G. For agreements that involve the expenditure of federal funds, Contractor 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

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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.

ARTICLE XX. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXI. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in **Attachment 2, Suspension and Debarment Form.**

ARTICLE XXII. Integration Clause

This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this Agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

ARTICLE XXIII. Severability

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

ARTICLE XXIV. Notices

Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

For Agency:
Cotton Reichelt
New Mexico Department of Health
PO Box 26110
1190 St. Francis Drive
Santa Fe, NM 87502-6110

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(505) 670-6709
Cotton.reichelt@doh.nm.gov

For County:
Jacob Black, Fire Chief
Santa Fe County for the
Santa Fe Fire Department
35 Camino Justicia
Santa Fe, NM 87508
(505) 992-3083
jblack@santafecountynm.gov

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IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – Santa Fe County

Authorized Signatory Date: 9/11/2026

Gregory S. Shaffer, County Manager

Printed Title of Authorized Signatory

Approved as to form by Roberta D. Joe, Assistant County Attorney
for W.B., Santa Fe County Attorney 9/10/2026

Agency – DEPARTMENT OF HEALTH

Signed by:
Dr. Miranda Durham
CFF48B83395A4E0...
Secretary or Designee, DOH Date: Sep 24, 2026 | 8:40 PM MDT

Signed by:
Darcy Mercadante
B8D73CC9530F4A3...
Chief Financial Officer, DOH Date: Sep 23, 2026 | 3:34 PM MDT

Approved as to legal form and sufficiency.

DocuSigned by:
Joey Wright
7893383540894D9...
Office of General Counsel, DOH Date: Sep 22, 2026 | 2:28 PM MDT

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Attachment 1

Scope of Work and Budget

The Contractor shall perform the following work:

The Contractor will support initiation into treatment, referrals to improve any related social determinants of health, and linkages to care among patients utilizing acute-care emergency services. The contractor will standardize these pathways and serve as a pilot program for fire department naloxone leave behind programming. The Contractor will identify and build capacity for further naloxone leave behind programming statewide, and conduct trainings where possible to build this capacity.

Task Description	Deliverable	Budget
A. Develop Standard Operating Workflow **1. Develop and implement Standard Operating Procedures (SOP) that includes workflow for engaging eligible patients referred by Partner and facilitating continuity of care.**	I. Written SOP including Patient eligibility criteria and workflow pertaining to: a. Responding to referrals b. Conducting initial patient assessments c. Facilitating referrals and linkages to care d. Providing and monitoring patient follow-up care e. Collecting and disseminating data f. Plan for training and supporting other leave-behind programs	**FY27:** Not to exceed $20,000.00 Invoice annually for up to $20,000.00. Due no later than 10/15/27.

B. Facilitate Linkage to Care and Referrals **1. CHWs or similarly qualified providers will attempt to connect with all eligible patients to conduct an initial assessment within 72 hours of initial referral.** **2. CHWs or similarly qualified providers will provide follow-up services to eligible patients referred, making at least two contact attempts every two weeks following initial assessment for up to three months, dependent on patient need.** **3. CHWs or similarly qualified providers will facilitate linkages to care and referrals to services for eligible patients to support retention in care.** **4. Patients must be a new partner referral or previously referred partner patient without contact to be reported.**	I. De-identified report submitted of all eligible patients, indicating the following: a. Date of initial assessment, and follow-up contact attempts b. Acceptance or declination of services from CHW or similarly qualified provider. c. Number and type of linkages to care and referrals facilitated by CHW or similarly qualified provider. d. Report submitted one week prior to quarterly invoice.	**FY27:** Not to exceed $30,000.00 Invoice quarterly for up to $7,500.00 per quarter (1st quarter 10/15/26; 2nd quarter 12/15/26; 3rd quarter 03/15/27; 4th quarter 06/15/27).
C. Partnership Pathways **1. Contractor will identify and establish formal partnerships with other with other sheriff's offices, public safety entities, and fire departments interested in creating leave-behind programs.**	I. Documentation of any meetings or trainings held with other leave-behind programs, sheriffs offices, or first responders.	**FY27:** Not to exceed $10,000.00 **FY27:** Invoice quarterly for up to $2,500.00 per quarter (1st quarter 10/15/26; 2nd quarter 12/15/26; 3rd quarter 03/15/27; 4th quarter 06/15/27).

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2. Provision of technical assistance to other partners looking to create sustainable leave-behind first-responder programs and referral pathways.	II. Documentation of monthly technical assistance meeting with partner to include: a. Date, time and duration of meeting b. Location c. Attendees d. Agenda e. Meeting minutes f. Summary report of progress toward deliverables. III. Contractor will provide NMDOH with a list of active partnerships quarterly.	
D. Standardize Program and Educate Other First Responders **1. Contractor will conduct trainings to assist in the statewide creation of other county leave-behind programming.**	I. Contractor will create a training curriculum to train other first responders statewide on how to create their own leave-behind program. Topics can include, but are not limited to: 1. Provision of trauma-informed services; 2. Substance-use related health outcomes and how to refer to care; 3. Referral pathways; 4. Overdose	**FY 27:** Not to exceed $30,000.00 **FY27:** Invoice quarterly for up to $7,500.00 per quarter (1st quarter 10/15/26; 2nd quarter 12/15/26; 3rd quarter 03/15/27; 4th quarter 06/15/27).

	recognition and response. II. Contractor will conduct and document any trainings or technical assistance meetings completed to support the establishment of other pilot programs.	
E. Evaluation and Reporting **1. Contractor will participate in evaluation activities regarding ongoing program development.**	I. Narrative summary that describes activities and progress related to Partner technical assistance and engagement to support referral pathway utilization. II. Narrative summary adaptations and continuous quality improvement related to workflows, data collection, and Partner collaboration. III. Responses to questions from NMDOH evaluation team, verbally and in writing, and participation in evaluation-focused meetings	**FY27:** Not to exceed $10,000.00 **FY27:** Invoice quarterly for up to $2,500.00 per quarter (1st quarter 10/15/26; 2nd quarter 12/15/26; 3rd quarter 03/15/27; 4th quarter 06/15/27).
Total Budget		**$100,000.00**

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Attachment 2

DEPARTMENT OF HEALTH
Suspension and Debarment Form

A. Consistent with either 7 C.F.R. Part 3017, 2 C.F.R. 108 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the DEPARTMENT OF HEALTH(DOH), known throughout this contract as "Agency", the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this contract, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the Agency relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

(1) The Contractor shall provide immediate written notice to the Agency's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.

(2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency, the Agency may terminate the contract.

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C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed $25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the Agency when it requests subcontractor approval from the Agency. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the Agency may refuse to approve the use of the subcontractor.

By: _____ Date: _____
Contractor

Gregory S. Shaffer, County Manager

SFC CLERK RECORDED 11/12/2026

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NMHealth

Subrecipient vs. Contractor Determination Form

Division: CHP/IBEB/Overdose Prevention Section
Federal Award Listing Number: 93.136
Entity Receiving Funds: Santa Fe County
Total Award Amount: 100,000
Agreement Type: ☒ New ☐ Renewal ☐ Amendment

Purpose

The purpose of this form is to ensure consistent and well-documented determinations of whether an entity receiving Federal program funds is classified as a **subrecipient** or a **contractor**, in accordance with 2 CFR 200.331. Accurate classification supports proper monitoring, reporting, and compliance with Federal requirements.

Background

The Uniform Guidance (2 CFR 200.331) includes definitions and characteristics for both Subrecipients and Contractors. Determining the appropriate relationship for each external entity requires professional judgment and must be based on the substance of the relationship, not merely the form or title of the agreement.

Generally, determination of the relationship with an external entity is verified through review of the proposal, budget, and other related documents. This form should be used to support a consistent and well-documented determination and to ensure that the rationale for the classification is clearly recorded for compliance and audit purposes.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the nature of its agreements with Federal awarding agencies and pass-through entities, such as the Department. The Department must therefore make case-by-case determinations for each agreement made for the disbursement of Federal program funds to decide whether the relationship cases the party the role of a subrecipient or a contractor. Sound professional judgment, supported by this checklist, should guide that decision.

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Instructions

This checklist should be completed by program staff responsible for initiating or approving the agreement. Each question should be answered based on the characteristics of the relationship as described in 2 CFR 200.331. The completed form must clearly document the factors considered and the rationale for the determination. Once finalized, the form should be reviewed by appropriate supervisory staff and retained with the signed agreement to provide an auditable record of the decision. Additionally, the form should be submitted to Contracts via email at asdcontracts@doh.nm.gov to ensure that the contract is appropriately numbered.

If the appropriate classification remains unclear after review, staff should consult with the Department's Grants Management Bureau for guidance before the agreement is executed. Proper consultation helps ensure compliance with Federal requirements and consistency across all determinations.

References

- **2 CFR 200.1 – Definitions:**
  - *Subrecipient* – means an entity that receives a subaward from a pass-through entity to carry out part of a Federal program.
  - *Contractor* – means an entity that receives a contract to provide goods or services for the non-Federal entity's own use.
- **2 CFR 200.331 – Subrecipient and Contractor Determinations:**

  Provides the distinguishing characteristics of each relationship and requires pass-through entities to make case-by-case determinations based on the substance of the relationship.
- **2 CFR 200.332 – Requirements for Pass-Through Entities:**

  Outlines responsibilities for oversight and monitoring of subrecipients once determinations have been made.

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Characteristics	Yes	No	Notes		Explanations
Decision-Making Authority					If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient. A contractor may provide services to clients in a program after eligibility has been determined by the recipient. If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient. If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.
2 CFR 200.330 a.1. Determines who is eligible to receive what Federal assistance.					
a. Does the entity determine who is eligible to participate in the federal program?	☐	☒			
2 CFR 200.330 a.3. Has responsibility for programmatic decision making:					
a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?	☒	☐			
OR					
2 CFR 200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program					
b. Does the entity provide goods or services for the recipient's own use?	☒	☐			
b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?	☒	☐			
			Subrecipient	**Contractor**	
If you selected "yes" to EITHER item a, this is an indicator of a subrecipient relationship.			☒	☒	
If you selected "yes" to EITHER item b, this is an indicator of a contractor relationship.			☐	☒	
Nature of Award					If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal with the scope of the grant it is a subrecipient. If the scope of the agreement is per the federal program terms, the entity is a subrecipient. A subrecipient may also provide programmatic reports to ensure compliance. Conversely, if the scope of the agreement is per the recipient's terms and oversight is governed only by the contract
2 CFR 200.330 a.2 Has its performance measured in relation to whether objectives of a federal program were met					
a. Are the scope of work and terms and conditions of the agreement the same for the entity as they are for the recipient?	☐	☒			
a. Is the entity carrying out completion of the goal of the grant as stated in the federal award?	☐	☒			
OR					
2 CFR 200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.					
b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?	☒	☐			
			Subrecipient	**Contractor**	
If you selected "yes" to EITHER item a, this is an indicator of a subrecipient relationship.			☐	☒	

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Characteristics	Yes	No	Notes		Explanations
If you selected "yes" to item b, this is an indicator of a contractor relationship.			☐	☒	terms and conditions, it is a contractor.
Award Risk					
2 CFR 200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award					If the funding is given to the entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant guidance. The recipient will also be required to monitor the subrecipient. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient. If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver. The entity is not required to adhere to federal grant guidance.
a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.	☐	☒			
OR					
2 CFR 200.330 b.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.					
b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.	☒	☐			
			Subrecipient	**Contractor**	
If you selected "yes" to item a, this is an indicator of a subrecipient relationship.			☐	☒	
If you selected "yes" to item b, this is an indicator of a contractor relationship.			☐	☒	
Criteria for Selection					
2 CFR 200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.					If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program, it may be a subrecipient. Typically, the entity may not make a profit. Payment to a subrecipient is generally based on actual expenses. It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient to document activity.
a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?	☐	☒			
a. Will the entity be contributing match or other non-federal funding in support of the award?	☐	☒			
a. Will the entity be reimbursed for only actual costs incurred?	☐	☒			
OR					
2 CFR 200.330 b.3 Normally operates in a competitive environment					
b. Were procurement policies applied in the selection of the entity?	☐	☒			
b. Was the entity's proposed price a factor in the selection process?	☒	☐			
b. Will the entity derive a profit from the agreement?	☐	☒			
			Subrecipient	**Contractor**	
If you selected "yes" to ANY item a, this is an indicator of a subrecipient relationship.			☐	☒	

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Characteristics	Yes	No	Notes		Explanations
If you selected "yes" to ANY item b, this is an indicator of a contractor relationship.			☐	☒	
Entity's Business Environment					
2 CFR 200.330 b.1 Provides the goods and services within normal business operations;					If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, then a subrecipient relationship exists. If the recipient hires an entity to update the recipient's building, then a contractor relationship exists.
b. Is the entity's normal business to provide the goods or services being purchased in the agreement?	☒	☐			
2 CFR 200.330 b.2 Provides similar goods or services to many different purchasers;					
b. Does the entity provide the same goods or services to other organizations?	☒	☐			
			Subrecipient	**Contractor**	
If you selected "no" to EITHER item, this is an indicator of a subrecipient relationship.			☐	☒	
If you selected "yes" to BOTH items, this is an indicator of a contractor relationship.			☐	☒	
Determination					
			Subrecipient	**Contractor**	Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section**
Final Determination			☐	☒	

Justification for Determination:

In providing the exchangeable service of linking persons to care, as well as establishing trainings to conduct improved, trauma-informed statewide Narcan leave-behind programming, Santa Fe Fire Department meets 4 of the 5 criteria of being a contractor. These services are ordinarily provided by the everyday operations of the Santa Fe Fire Department, regardless of the existence of this contract. SFFD meets 4 of the 5 criteria of being a contractor.

Determined by:	Cotton Reichelt	Date:	06/08/26
	Chloe Reichelt Digitally signed by Chloe Reichelt Date 2026 06 08 14 07 54 -06'00'		
Approved by:		Date:	

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SR-0080612

Legal Services>Other - Urgency: Routine - PHD - Center for Health Protection

◯ Submitted ◯ In Progress ◯ Closed

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Ortiz, Michelle A, DOH 8/12/2026 3:57 PM

User Update

To: "NMDOH IT Service Desk" <NoReply.ITSM@doh.nm.gov>

I will not have access to emails. If you need immediate attention please reach out to:
Hannah Vigil hannah.vigil@doh.nm.gov or Michelle Herrera michelle.herrera2@doh.nm.gov

Otherwise, I will return all emails upon my return Thursday, 8/13/26.
Thank you, Michelle A. Ortiz

Wright, Joey, DOH 8/12/2026 3:56 PM

Resolved

To: michellea.ortiz@doh.nm.gov

RLS Closed.

Joey B. Wright
Assistant General Counsel

NMHealth

Office of General Counsel
New Mexico Department of Health
PO Box 26110 Santa Fe NM 87502-6110
ph: (505) 827-2997
email: *joey.wright@doh.nm.gov*
nmhealth.org

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Wright, Joey, DOH 8/12/2026 2:40 PM

External Note

To: michellea.ortiz@doh.nm.gov

Docusign Envelope ID: B1E492F2-6653-8699-8126-F21A05ABADAA

From: [redacted]
To: [redacted]
Subject: Re: SPD Determination linkage to care utilizing acute-care emergency services
Date: Wednesday, September 16, 2026 3:45:02 PM
Attachments: [redacted]

Good afternoon,

This scope of work is written as PROFESSIONAL SERVICES. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. Therefore, the agency may conduct the procurement independently of the State Purchasing Division (SPD) Any resulting contract(s) and amendment(s) must be processed through the Contracts Review Bureau (CRB) of SPD. Both CRB and SPD reserve the right to change this determination if the contract scope of work differs from the scope of work submitted for the original determination or if a later attached scope of work should contain goods or general services.

- While this scope of work has been determined to be professional services, please check the Horizons website to determine whether the scope of work must be offered to Horizons for their right of first refusal.
- When processing this procurement, please ensure that the Contracts Review Bureau contract template (or the DoIT contract template if IT related) is used.
- When processing this procurement, please ensure that the CRB contract numbering system is used.

Thank you for submitting this scope of work for review.

Sincerely,

Delilah Tenorio
Attorney
State Purchasing Division
Phone: (505)372-9508
Email: [redacted]

From: Ortiz, Michelle A, DOH <MichelleA Ortiz@doh nm gov>
Sent: Tuesday, September 15, 2026 2 06 PM
To: determination, spd, GSD <spd determination@gsd nm gov>
Subject: SPD Determination linkage to care utilizing acute-care emergency services

Good afternoon,

Please provide a determination

The Contractor will support initiation into treatment, referrals to improve any related social determinants of health, and linkages to care among patients utilizing acute-care emergency services. The contractor will standardize these pathways and serve as a pilot program for fire department naloxone leave behind programming. The Contractor will identify and build capacity for further naloxone leave behind programming statewide, and conduct trainings where possible to build this capacity.

Task Description	Deliverable
A. Develop Standard Operating Workflow **1. Develop and implement Standard Operating Procedures (SOP) that includes workflow for engaging eligible patients referred by Partner and facilitating continuity of care.**	1. Written SOP including Patient eligibility criteria and workflow pertaining to: a Responding to referrals b. Conducting initial patient assessments c. Facilitating referrals and linkages to care d. Providing and monitoring patient follow-up care e. Collecting and disseminating data f. Plan for training and supporting other leave-behind programs
B. Facilitate Linkage to Care and Referrals **1. CHWs or similarly qualified providers will attempt to connect with all eligible patients to conduct an initial assessment within 72 hours of initial referral.** **2. CHWs or similarly qualified providers will provide follow-up services to eligible patients referred, making at least two contact attempts every two weeks following initial assessment for up**	1 De-identified report submitted of all eligible patients, indicating the following a. Date of initial assessment, and follow-up contact attempts b Acceptance or declination of services from CHW or similarly qualified provider. c Number and type of linkages to care and referrals facilitated by CHW or similarly qualified provider d. Report submitted one week prior to quarterly invoice. A

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to three months, dependent on patient need. **3. CHWs or similarly qualified providers will facilitate linkages to care and referrals to services for eligible patients to support retention in care.** **4. Patients must be a new partner referral or previously referred partner patient without contact to be reported.**	
C. Partnership Pathways **1. Contractor will identify and establish formal partnerships with other with other sheriff's offices, public safety entities, and fire departments interested in creating leave-behind programs.** **2. Provision of technical assistance to other partners looking to create sustainable leave-behind first-responder programs and referral pathways.**	I. Documentation of any meetings or trainings held with other leave-behind programs, sheriffs offices, or first responders II. Documentation of monthly technical assistance meeting with partner to include: a. Date, time and duration of meeting b. Location c. Attendees d. Agenda e. Meeting minutes f. Summary report of progress toward deliverables. III. Contractor will provide NMDOH with a list of active partnerships quarterly
D. Standardize Program and Educate Other First Responders **1. Contractor will conduct trainings to assist in the statewide creation of other county leave-behind programming.**	I. Contractor will create a training curriculum to train other first responders statewide on how to create their own leave-behind program. Topics can include, but are not limited to: 1. Provision of trauma-informed services; 2. Substance-use related health outcomes and how to refer to care, 3 Referral pathways; 4 Overdose recognition and response. II. Contractor will conduct and document any trainings or technical assistance meetings completed to support the establishment of other pilot programs.
E. Evaluation and Reporting **1. Contractor will participate in evaluation activities regarding ongoing program development.**	I. Narrative summary that describes activities and progress related to Partner technical assistance and engagement to support referral pathway utilization II Narrative summary adaptations and continuous quality improvement related to workflows, data collection, and Partner collaboration. III. Responses to questions from NMDOH evaluation team, verbally and in writing, and participation in evaluation-focused meetings

Thank you,

Michelle A. Ortiz, PHD Contracts Manager

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Center for Public Health Operations
Center for Health and Safe Communities
Center for Health Protection
Center for Access and Linkage to Health Care

NMHealth

1190 St. Francis Dr., Suite S-1075
Santa Fe, NM 87505
ph [redacted]
email michelle.ortiz@doh.nm.gov
nmhealth.org

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From: [redacted]
To: [redacted]
Subject: [EXTERNAL] Re: Horizons Determination linkage to care utilizing acute-care emergency services
Date: Tuesday, September 15, 2026 2:30:41 PM
Attachments: [redacted]

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.
Good afternoon -

We will respectfully decline this opportunity

Thank you,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: [redacted]
web: [redacted]

[redacted]

On Tue, Sep 15, 2026 at 2:06 PM Ortiz, Michelle A, DOH <[redacted]> wrote

Good afternoon,

Please provide a determination

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A

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initial assessment for up to three months, dependent on patient need. **3. CHWs or similarly qualified providers will facilitate linkages to care and referrals to services for eligible patients to support retention in care.** **4. Patients must be a new partner referral or previously referred partner patient without contact to be reported.**	
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	evaluation team, verbally and in writing, and participation in evaluation-focused meetings

Thank you,

Michelle A. Ortiz, PHD Contracts Manager -
Center for Public Health Operations
Center for Health and Safe Communities
Center for Health Protection
Center for Access and Linkage to Health Care

[redacted]

NMHealth

[redacted]-1075
Santa Fe, NM 87505
ph [redacted]
email [redacted]

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