

**OUTPATIENT TREATMENT SERVICES  
FOR THE SANTA FE COUNTY  
DWI PROGRAM**

**WITNESSED THIS AGREEMENT** is made and entered into this 26 day of June 2007 by and between the **County of Santa Fe**, hereinafter referred to as the "County", and **Hay Recovery Program**, a New Mexico Corporation, whose primary place of business is P.O. Box 520, Espanola, NM 87532, hereinafter referred to as the "Contractor".

**RECITALS**

**WHEREAS**, the County issued an Invitation for Bids, IFB No. 27-1914-DWI/RM, and;

**WHEREAS**, the Contractor submitted its bid, dated May 25, 2007 in response to IFB No. 27-1914-DWI/RM, and;

**WHEREAS**, the County desires to engage the Contractor to provide outpatient treatment services for the Santa Fe County DWI Program;

**WHEREAS**, the Contractor was one of several successful bidders for this non-exclusive service agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. SCOPE OF WORK**

The Contractor shall provide the following services when such services are requested by the County:

A. Conduct personal interviews with DWI offenders referred to the Contractor by "DWI Program Screeners" employed by the Santa Fe County DWI Program/CARE Connection and follow standardized core elements of screening and assessment testing/interview protocols, as identified by the New Mexico Department of Health standards.

B. *Provide outpatient treatment activities for DWI offenders and their families to include:*

1. Individual Intervention  
(Includes CRAFT Training/CRAFT Intervention)

Face-to-face therapeutic services to an individual by a qualified and licensed staff member(s); includes initial intake evaluation, assessments, treatment planning, and psychotherapy.

2. Family Intervention

Face-to-face therapeutic services, including psychotherapy, focusing on the family system, performed by a licensed and qualified staff member, billable to the identified client. The identified client may or may not be present.

3. Therapeutic Group Intervention

Face-to-face therapeutic services, including psychotherapy, to three or more admitted clients meeting as a group, performed by one or more qualified and licensed staff members. The ratio of clients to counselors must not exceed 10 to 1.

4. Case Coordination

Services to ensure that an individual is linked to needed services and community resources. Intra-agency case coordination services are not billable.

5. Education/Support Group

A topically specific, supportive, educationally structured face-to-face activity delivered to clients, their families, or significant others as part of an individual client's or group treatment plan. Consultative or informational presentations to non-admitted clients for the purpose of developing programs or referral networks are not included. This service does not include self-help groups (e.g., AA, NA, etc.). This service must be performed by a qualified and licensed staff member.

6. Clinical Case Review

Treatment plan review, client record review, and/or peer review conducted separately from treatment by at least the primary therapist and his/her clinical supervisor simultaneously. Clinical Case Review is only a client-oriented service relevant to a specific case being reviewed. All case review activities must be documented in the client's file. Clinical Case Review services are designed to: (1) assess progress in treatment and quality of care; and (2) improve overall program effectiveness. This service should be provided at a minimum at least every ninety (90) days, and more often as clinically indicated.

7. Multiple Family Group Therapy

Face-to-face therapeutic intervention with three or more families, meeting as a group in the same room, simultaneously, being coached in their interactions by one or more qualified and licensed staff members. The ratio of family members to counselors must not exceed 10 to 1. Each family is treated as a unit and all services to each family are billed under one admitted client.

8. Relapse Prevention

Services provided to the client providing the continuum of care needed to enhance the client's long-term recovery. The goal of relapse prevention is to teach individuals who are trying to change their behavior how to anticipate and cope with the problem of relapse and post acute withdrawal symptoms. This service is designed to be rendered in a group setting for clients who have completed a treatment program. This service must be performed by a qualified and licensed staff member or staff members, and the ratio of clients to counselors must not exceed 10 to 1.

9. Evaluation Process/Outcome Reporting

Administration of the Addiction Severity Index and the Symptom Distress Scale to the client as required by DOH guidelines. This service must be provided at intake, every 90 days, and at discharge.

All treatment services and relevant record keeping activities must adhere to pertinent New Mexico Department of Health standards.

- C. Compile and submit to the DWI Program Coordinator monthly reports demonstrating that activities were implemented as planned and monitoring progress of DWI offenders through the treatment program.
- D. Provide copies of required licenses of all personnel performing services which require a license.
- E. Provide to the DWI Program Coordinator a progress/discharge report for each client, following admission to treatment, at 90-day intervals, and within thirty (30) days of discharge from treatment ("Exhibit B").

Services shall be performed and completed to the satisfaction of the County. No services shall be provided unless the parties agree to specific services for a particular individual in writing and in advance of commencement of services.

2. **ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1. "SCOPE OF WORK," of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with industry standards for the amount set forth in Section 3. "COMPENSATION AND INVOICING" of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

3. **COMPENSATION, INVOICING AND SET-OFF**

A. The County shall pay the Contractor for services rendered pursuant to the rates set forth in "Exhibit A" of this Agreement together with applicable New Mexico Gross Receipts Taxes.

B. The Contractor shall submit a written request for payment to the County whenever payment is due, but no more than once every thirty days. Services for any patient shall be billed no more frequently than every ninety days. Within fifteen (15) days of the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services.

In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event Contractor breaches this Agreement, the County may, without penalty, withhold any payments due Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

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

#### **4. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate on June 30, 2011, unless earlier terminated pursuant to Section 5, "TERMINATION", of this Agreement. The Agreement shall in no event exceed four (4) years in duration.

#### **5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective seven (7) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within seven (7) days, the breaching party shall have a reasonable time to cure the breach, provided that, within seven (7) days of its receipt of the written notice of termination, the breaching party (i) began to cure the breach and (ii) advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than seven (7) days from Contractor's receipt of the notice. The County shall pay Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

#### **6. INDEPENDENT CONTRACTOR**

Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**7. PERSONNEL**

- A. All work performed under this Agreement shall be performed by Contractor or under its supervision.
- B. Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**8. ASSIGNMENT**

Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**9. SUBCONTRACTING**

Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**10. INDEMNITY**

- A. Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to Contractor's breach of any representation or warranty made herein.
- B. The County shall have the right to approve any counsel retained by Contractor to defend any demand, suit, or cause of action in which the County is named, such approval not to be unreasonably withheld. Contractor agrees (i) that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and (ii) that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If, in the County's judgment, a conflict exists between the interests of the County and Contractor in such demand, suit, or cause of action, the County may retain its own counsel, whose fees shall be paid by Contractor.
- C. Contractor's obligations under this section shall not be limited by the provisions of any insurance policy Contractor is required to maintain under this Agreement.

## **11. RECORDS AND INSPECTIONS**

A. To the extent their books and records relate to (i) their performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent their books and records relate to (i) their performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **12. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Contractor in any way or forum, including a lawsuit.

## **13. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **14. RELEASE**

Upon its receipt of all payments due under this Agreement, Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

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

**16. CONFLICT OF INTEREST**

Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK", of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**18. ENTIRE AGREEMENT; INTEGRATION**

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

**19. EQUAL OPPORTUNITY COMPLIANCE**

A. Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**20. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**21. CHOICE OF LAW AND VENUE**

This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico located in Santa Fe County.

**22. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**23. NO THIRD-PARTY BENEFICIARIES**

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

**24. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**25. LIMITATION OF LIABILITY**

The County's liability to Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 3, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**26. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

**27. INSURANCE**

A. General Conditions. Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County shall be a named as an additional insured on the policy.



- C. Workers' Compensation Insurance. Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Malpractice Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability insurance in amounts not less than \$1,000,000.
- E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), Contractor shall increase the maximum limits of any insurance required herein.

## **28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor hereby represents and warrants that:

- A. It is a 501(C)(3) Corporation duly organized and in good standing under the laws of the State of New Mexico.
- B. This Agreement has been duly authorized by the Contractor. The person executing this Agreement has authority to do so, and, once executed by Contractor, this Agreement shall constitute a binding obligation of Contractor.
- C. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's articles of incorporation or by-laws or any corporate resolution adopted by Contractor.

## **29. NOTICE**

In the event any notice must be submitted to either party, it shall be sent to the following addresses:

Contractor: Hoy Recovery Program  
P.O. Box 520  
Espanola, NM 87532


County: Santa Fe County DWI Program  
2052 S. Galisteo Street  
Santa Fe, NM 87507

When the Contractor submits reports and other documentation to the DWI Program Coordinator it shall be submitted to the following address unless the Contractor is advised in writing of a change in the contact information:

Rebecca Beardsley  
Santa Fe County DWI Program  
2052 S. Galisteo Street  
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

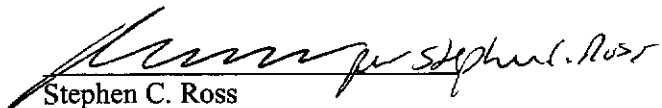
**SANTA FE COUNTY:**

  
Virginia Vigil, Chairperson  
Santa Fe County Board of Commissioners

**ATTEST:**

  
Valerie Espinoza  
Santa Fe County Clerk

**APPROVED AS TO FORM:**

  
Stephen C. Ross  
Santa Fe County Attorney


6-11-07  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
Teresa Martinez  
Santa Fe County Finance Director

6-11-07  
Date

**CONTRACTOR:**

  
85-0232147  
Federal Tax I.D. Number

6-18-07  
Date

**“Exhibit A”****Outreach Treatment Services****SANTA FE COUNTY DWI PROGRAM****Outpatient Treatment of DWI Clients****UNIT SERVICE AND PAYMENT SPECIFICATIONS****(Payment Rates to Contractor for Services)**

<b><u>Service Unit Code</u></b>	<b><u>Unit of Service</u></b>	<b><u>Unit Price</u></b>	<b><u>Max per Day</u></b>
1.01	Individual Intervention (May Include CRAFT Training/CRAFT Intervention)	\$8.00	\$64.00
1.02	Family Intervention	\$9.50	\$76.00
1.04	Therapeutic Group Intervention	\$4.25	\$51.00
1.05	Case Coordination	\$5.25	\$21.00
1.08	Education/Support Group	\$3.25	\$39.00
1.09	Clinical Case Review	\$4.25	\$8.50
3.01	Multiple Family Group Therapy	\$4.25	\$34.00
3.04	Relapse Prevention	\$3.75	\$30.00
3.05	Evaluation Process/ Outcome Reporting	\$37.50	\$37.50

The above services will be billed in 15-minute units.

