



# City of Santa Fe, New Mexico

# memo

Date: January 14, 2014

To: Finance Committee and City Council  
Brian K. Snyder, City Manager  
Marcos A. Tapia, Finance Director 

From:   
Isaac J. Pino, Community Services Department Director  
A. Terrie Rodriguez, Youth and Family Services Division Director 

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## Item and Issue

Funding recommendation for LEAD service providers for Fiscal Year (FY) 2013-2014.

## Background

LEAD (Law Enforcement Assisted Diversion) began with the declaration of 2012 the Year of Public Safety and Health and passed Resolution 2012-66 to implement solutions to break the cycle of opiate addiction that contribute to criminal activity in Santa Fe. The LEAD Santa Fe Task force worked to propose effective alternatives to incarceration for those who are committing property crimes to support their addiction. Since then there were two more Resolutions regarding LEAD. One to accept the plan that was developed by a 35 member Task Force and implement its recommendations and the other to establish the operations team to further develop the program protocols, the RFP and to serve as the oversight committee for the program. These Resolutions are 2013-76 and 2013-88.

The Operations Team was made up of dedicated individuals who served on the LEAD Task Force but were not associated with service providers. This was a requirement in order to develop the RFP without a conflict of interest. The Operations Team members are: Cathy Ansheles, NM Criminal Defense Lawyers

Association; Ben Baur, Chief Public Defender; Jessica Dimas, SF Public School Teacher and family representative; Steve Kopelman, NM Association of Counties Director; Jeneen Lujan, SF Public School Teacher and family representative; Angela "Spence" Pacheco, District Attorney; Rachel O'Conner, Santa Fe County Health and Human Services Director; and Sergeant Jerome Sanchez, Santa Fe Police Department. The Team was staffed by Monica Ault with the Drug Policy Alliance and Terrie Rodriguez of the City of Santa Fe Youth and Family Services Division.

### LEAD Request For Proposal Process

On November 20, 2013 RFP 14/16/P was issued through the Purchasing Office, with a receipt date of Friday, December 20, 2013. The Purchasing Office received two (2) proposals for LEAD funding. The Youth and Family Services Staff held two opportunities to discuss the program. The first was December 9, 2013 and the second on December 13, 2013 which were advertised in the RFP to assist with any clarification or questions. Each session was attended by four persons representing their agencies and several Team members.

The proposals were reviewed prior to distribution to the Team to ensure that each agency provided the required submittal documents. The Team reviewed each request individually based on the following variables: principles of harm reduction, culturally competent services, counseling, outcomes, the agency's experience and the agency's financial procedures. The following information is part of the Request for Proposals: Signature Sheet, Description of Agency Experience, Scope of Services, Budget Summary, Budget Narrative, Agency Budget, Staff Composition, and Organizational Chart.

The Team subcommittee met on January 6, 2014 and requested additional information with the following questions to each agency.

- How would you address housing for homeless or near-homeless individuals?
- Would you be able to address providing Suboxone treatment? If so, what is your capacity to do so?
- How will you address a wait list for services you contract for or for services your agency provides?
- As the number of LEAD clients grows over several years, would you be willing to assign a staff member full time or mostly full time to these clients?

The Committee, by way of this memorandum, officially submits its funding recommendation for The Life Link for the LEAD program to the City Council for

consideration and approval. Notification will be sent to each agency of the Committee's funding recommendation after the City Council approval.

**Action Recommended**

There are two recommendations for action.

LEAD Contract Recommendation FY 13-14

The Team met on January 13, 2014 to review the additional information and voted to recommend The Life Link for the project. The Team had two proposals to consider, The Life Link and Lovelace. The majority of the Team felt that The Life Link is a better fit for our needs based on their response. The Life Link proposal indicated a history of harm reduction practices and education, a far reaching network in the community and it is a licensed community mental health center. The Lovelace proposal indicated that they have no experience working with law enforcement, little experience with harm reduction, and limited community presence.

Please approve the attached Professional Services Contract.

LEAD Funding Source

The City approved \$100,000 for FY 13-14 which will be funded from Business Unit \_\_\_\_\_ Line Item 510300. The success and development of this program will rely heavily on the contributions of the private sector.

Attachment: Professional Services Agreement

c: file  
LEAD Task Force  
Cal Probasco, Budget Director

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Life Link (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City as described in Exhibit "A" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred thousand dollars (\$100,000) inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2014 unless sooner pursuant to Article 6 below. The term of this Agreement may be extended for an additional period of two (2) years, not to exceed (4) four years, by a written amendment in accordance with the terms of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form

and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the

laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or

any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Community Services Department  
P.O. Box 909  
Santa Fe, NM 87504-0909

Contractor:  
The Life Link  
2325 Cerrillos Road  
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
The Life link

\_\_\_\_\_  
DAVID COSS, MAYOR

\_\_\_\_\_  
NAME AND TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS#85-0360455  
City of Santa Fe Business  
Registration # 13-00029352

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
KELLEY A. BRENNAN, INERIM CITY ATTORNEY 1/14/14

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit Line Item

**EXHIBIT "A"**

**2013-14 Scope of Services:**

The Contractor shall provide the following services for the city:

A. The "Agency" will serve as the initial and primary point of contact for diverted individuals and will assume responsibility for providing intensive case management. The "Agency" will assume responsibility for providing or procuring other necessary services for individuals including but not limited to the following:

1. Enrollment and Assessment: Screening and psychosocial intake, Individualized care plan including goal setting and treatment planning, Outreach and engagement.
2. Basic Needs: Assistance in applying for housing services, food programs, Medicaid enrollment, transportation, and other living issues.
3. Harm Reduction: Access to syringe exchange, harm reduction education, and Naloxone.
4. Treatment Services: Medication Assisted Treatment (MAT) such as buprenorphine and/or methadone, assistance with in-patient and out-patient services.

B. The "Agency" will also be required to participate in data collection and data analysis in order to evaluate the effectiveness of the program. The evaluation process is expected to develop as the program grows.



## **EXHIBIT “C”**

### **The Life Link**

#### 1. Reporting Requirements

The Contractor shall provide the following documentation on a quarterly basis to the city:

##### A. Quarterly Report including the following attachments:

1. Cover page
2. Demographics
3. Income verification
4. Questionnaire

##### B. Quarterly Financial Report:

1. Profit and Loss Statement

##### C. Board of Directors Meeting Minutes:

1. One meeting minutes per quarter.

##### D. Due Dates of the Quarterly Reports:

- April 15, 2014
- Final Report – July 15, 2014