



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 05/27/15  
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

**ISSUE:**

42. Request for Approval of Amendment No. 2 to Professional Services Agreement – Law Enforcement Assisted Diversion (LEAD) Program Services; The Life Link. (Terrie Rodriguez)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of amendment no. 2 to professional services agreement for Law Enforcement Assisted Diversion (LEAD) Program Services with The Life Link in the approximate amount of \$220,000.

**FUNDING SOURCE: 12097.510300**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

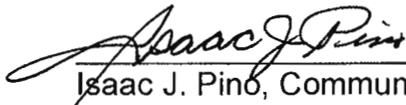
# City of Santa Fe, New Mexico

# memo

DATE: April 14, 2015

TO: Mayor Javier Gonzales  
City Council

VIA:



Isaac J. Pino, Community Services Department Director

FM:

A. Terrie Rodriguez, Director  
Youth and Family Services Division



## ITEM AND ISSUE:

Amendment #2 to Professional Services contract between the City of Santa Fe and Life Link regarding LEAD to extend the term of the contract to June 30, 2017.

## BACKGROUND AND SUMMARY:

The Law Enforcement Assisted Diversion (LEAD) program is designed to have persons addicted to opiates, who were committing property crimes, be diverted to a treatment program. The City of Santa Fe entered a MOU with the District Attorney, Public Defender's Office, and Santa Fe County to do a three-year pilot program. The program began accepting participants in April of 2014. Although the City allocated \$100,000 in December of 2013 the slow start up of the program allowed for \$270,273 to be available for the program during FY 2014-15. Funds continue to be available for the program from the City for FY 2015-16 in the approximate amount of \$220,000.

The program has 25 individuals referred to the program during this the first full 12 months and 21 people are enrolled and actively receiving different levels of treatment services. Of the 21 active participants, none have been arrested for any property crime related offenses. It is anticipated by the LEAD Policy Committee, that there will be about 40 participants at the end of FY 2015-16.

The original model estimated \$10,000 per person in the program per year. After this second year of serving up to 40 participants, we will be able to accurately determine how much the program is costing compared to what we would have spent in jail costs, judicial costs and police personnel costs. We can estimate that with these 21 individuals the City has saved \$68,400 with about 805 hours in

jail time alone. Through Santa Fe County funding and a foundation grant, we currently have a professional services contract for an evaluation the program. Documenting the program with an outside evaluator allows us to quickly seek foundation funding. With a zero recidivism rate of such a high-risk, high-needs population, it is clear that this program is worthy of continued funding and operation through the pilot phase.

**RECOMMENDED ACTION:**

Approve extending the contract to June 30, 2017 with the current remaining funds of approximately \$220,000. This allocation made in FY 2014-15 will allow for the three year pilot program of services to ensue. Thank you.

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 29, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and The Life Link (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide serve as the initial and primary point of contact for diverted individuals and will assume responsibility for providing intensive case management.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreements shall be effective on July 1, 2015 when signed by the City and the Contractor, whichever last and terminate on June 30, 2017, unless sooner pursuant to Article 6 below.





**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR:** ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor The Life Link

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$100,000

Termination Date: 6/30/14

Approved by Council Date: 07/31/13

or by City Manager Date: \_\_\_\_\_

Contract is for: Drug diversion for low-level opiat abusers.

Amendment # 2 to the Original Contract# 14-0062

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: 6/30/17

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for: same - additional funding and time frame

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ 200,000 of original Contract# 14-0062 Termination Date: 6/30/14

Reason: additional funding

Amount \$ 0 amendment # 2 Termination Date: 6/30/17

Reason: additional timeframe

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# 14/16/P Date: 12/20/13

RFQ [ ] Date:

Sole Source [ ] Date:

Other

6 Procurement History:
example: (First year of 4 year contract)

7 Funding Source: General Fund BU/Line Item: 12097.510300

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Terrie Rodriguez
Phone # 6603

10 Certificate of Insurance attached. (if original Contract) [checked]

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract #

Date of contract Executed (i.e., signed by all parties):

Note: If further information needs to be included, attach a separate memo.

Comments:

Large empty rectangular box for comments.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

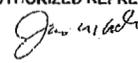
<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe PO Box 4550  Santa Fe NM 87502-4550	<b>CONTACT NAME:</b> Ed Risley <b>PHONE (A/C, No, Ext):</b> (505) 982-4302 <b>FAX (A/C, No):</b> (505) 989-9186 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: New Mexico Assurance Company</td> <td>13673</td> </tr> <tr> <td>INSURER B: Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: New Mexico Assurance Company	13673	INSURER B: Arch Insurance Company	11150	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: New Mexico Assurance Company	13673													
INSURER B: Arch Insurance Company	11150													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Life Link, The  P.O. Box 6094  Santa Fe NM 87502	(505) 438-0010													

**COVERAGES**                      **CERTIFICATE NUMBER:** Cert ID 16725                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		NTPKG0095802	12/18/2014	12/18/2015	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
						Empl Benefits Liab	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		NTAUT0038202	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MSMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		6145.125	11/27/2014	11/27/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Services		NTPKG0095802	12/18/2014	12/18/2015	\$3,000,000 aggregate	\$ 1,000,000
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
All operations of the insured per policy conditions. Liability: Continental United States; WC: NM  
City of Santa Fe is listed as additional insured in respects to general liability.

<b>CERTIFICATE HOLDER</b>  City of Santa Fe  P.O. Box 909  Santa Fe NM 87504	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated January 29, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and The Life Link (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide serve as the initial and primary point of contact for diverted individuals and will assume responsibility for providing intensive case management. .

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A. of the Agreement is amended to increase the amount of compensation by a total of two hundred thousand dollars (\$200,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed three hundred thousand dollars (\$300,000), inclusive of applicable gross receipts taxes.

2. TERM.

Article 5 of the Agreement is deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreements shall be effective on January 29, 2014 when signed by the City and the Contractor, whichever last and terminate on June 30, 2015, unless sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

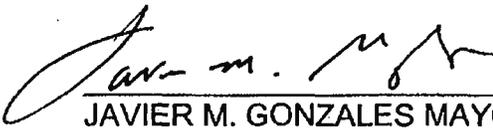
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

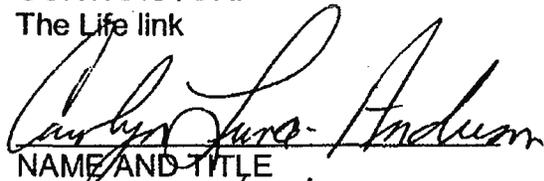
IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

The Life link

  
JAVIER M. GONZALES MAYOR

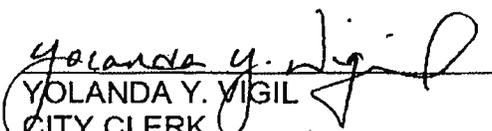
  
NAME AND TITLE

DATE: 7/1/14

DATE: 7/3/14

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

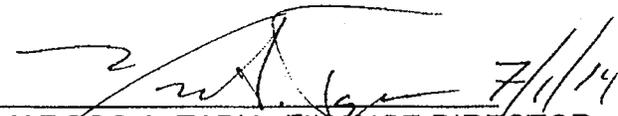
ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK  
comtg 6/25/14

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 6/2/14

APPROVED:

  
\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR 7/1/14

\_\_\_\_\_  
Business Unit Line Item  
12097-510300  
Business Unit/Line Item

## **EXHIBIT "A"**

### **2014-15 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 "B"**

**"Agency"**

TOTAL GENERAL FUND CONTRACT AMOUNT FOR  
FISCAL YEAR 2014-2015 \$300,000.00

**BUDGET**

1.0 Personnel		
1.1 Partial salary for four (4) Intensive Case Management		\$76,176.00
1.1 Partial salary for Coordination and Supervision		\$11,802.00
SUB-TOTAL		\$87,978.00
2.0 Contractual Services		
2.1 Telephone for Case Managers (\$70 each per month)		\$ 6,300.00
2.9 Professional Contracts		\$176,850.00
Medical Assisted Treatment & Counseling	\$19,350	
Evaluation Contract	\$18,200	
Direct Service Contracts	\$139,300	
SUB-TOTAL		\$183,150.00
3.0 Commodities		
3.1 Office Supplies		\$ 1,650.00
3.3 Food for participants to fill gap before access to food pantry		\$ 4,500.00
3.4 Motor Fuel for participants to get to services & work		\$ 8,115.00
3.5 Medical supplies for medications other than MAT		\$ 4,500.00
3.8 Other		\$ 10,107.00
Cell phones for participants to provide compliance and will be limited to three (3) months for each participant		
School supplies for participants or children of participants		
Clothing for job search		
Bus passes		
SUBTOTAL		\$28,872.00
	<b>GRAND TOTAL</b>	<b>\$300,000.00</b>

## **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:**

- October 15, 2014
- January 15, 2015
- April 15, 2015
- Final Report – July 15, 2015

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

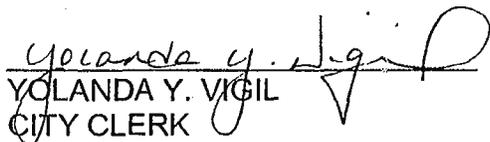
  
\_\_\_\_\_  
NAME AND TITLE *Executive Director*

DATE: 2-5-14

DATE: 1/31/2014

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

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK  
cc mtg. 1-29-14

APPROVED AS TO FORM:

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

APPROVED:  
  
\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR 2/5/14

12097.510300  
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 contacted 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 "B"**

**"Agency"**

TOTAL GENERAL FUND CONTRACT AMOUNT FOR  
FISCAL YEAR 2013-2014 \$100,000.00

**BUDGET**

1.0 Personnel		
1.1 Partial salary for three (3) Intensive Case Management		\$26,326.00
1.1 Partial salary for Coordination and Supervision		\$ 3,000.00
SUB-TOTAL		\$29,326.00
2.0 Contractual Services		
2.1 Telephone for Case Managers (\$70 each per month)		\$ 1,050.00
2.9 Professional Contracts		\$60,000.00
Medical Assisted Treatment & Counseling	\$7,500	
Evaluation Contract	\$5,000	
Direct Service Contracts	\$47,500	
SUB-TOTAL		\$61,050.00
3.0 Commodities		
3.1 Office Supplies		\$ 550.00
3.3 Food for participants to fill gap before access to food pantry		\$ 1,500.00
3.4 Motor Fuel for participants to get to services & work		\$ 2,705.00
3.5 Medical supplies for medications other than MAT		\$ 1,500.00
3.8 Other		\$ 3,369.00
Cell phones for participants to provide compliance and will be limited to three (3) months for each participant		
School supplies for participants or children of participants		
Clothing for job search		
Bus passes		
SUBTOTAL		\$ 9,624.00
GRAND TOTAL		\$100,000.00

## 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