

**SANTA FE COUNTY  
AMENDMENT NO. 1  
TO AGREEMENT NO. 2016-0150-DWI/BT**

**THIS AMENDMENT** is made and entered into this 13<sup>th</sup> day of June 2017, by and between **SANTA FE COUNTY**, (hereinafter referred to as "County"), **CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER**, 2052 S. Galisteo, Santa Fe, New Mexico.

**WHEREAS**, pursuant to the Procurement Code, the County procured Professional Services Agreement No. 2016-0150-DWI/BT dated January 12, 2016 (the Agreement), with Christus St. Vincent Regional Medical Center to provide service for individuals suffering from alcohol and/or drug addiction by providing safe, temporary lodging, detoxification services and an opportunity to access treatment or other services; and

**WHEREAS**, according to Article 15 (Amendment) and Article 8 (Assignment) of the Agreement, the parties may amend the Agreement and Christus St. Vincent Regional Medical Center may assign or transfer its interest under the Agreement with the advance written approval of the County; and

**WHEREAS**, the County has been informed that Christus St. Vincent Regional Medical Center wishes to implement certain enhancement services to improve and expand the quality of detoxification services by assigning the duties and obligations under the Agreement to Santa Fe Recovery Center, Inc.; and

**WHEREAS**, Santa Fe Recovery Center, Inc. is a non-profit corporation whose mission is to work with individuals to sustain lifelong recovery from alcoholism, addiction, and related mental health issues, by providing culturally relevant, evidence-based, treatment and education in partnership with other community organizations; and

**WHEREAS**, Santa Fe Recovery Center, Inc. agrees to be bound by all the terms and conditions in the Agreement and will honor and perform all obligations under the Agreement as may be amended herein; and

**WHEREAS**, the County and Christus St. Vincent Regional Medical Center agree to amend the Agreement to document the County's approval of the assignment and transfer of all duties and obligations by Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center, Inc.

**NOW THEREFORE**, the County, Christus St. Vincent Regional Medical Center, and Santa Fe Recovery Center, Inc. agree to amend the Agreement as follows:

1. Article 1 (Scope of Work) subpart 7) is deleted and replaced with the following and a subpart 8) is inserted to read as follows:

- 7) In providing services under this Agreement Contractor will ensure that it has medical oversight of the program to include on-call services on a 24/7, 365 days a year basis by licensed medical

professional(s), which will include oversight by a physician and management by a registered nurse. There will be one licensed counselor for every fifteen clients or patients who provide direct counseling services to clients or patients. Contractor will provide documentation such as a written agreement or contract, to confirm the availability of the licensed medical professionals during the term of this Agreement.

- 8) Contractor shall abide by and ensure compliance with any applicable requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

2. Article 3 (Compensation, Invoicing and Set Off) is amended by inserting a subpart 2) to read:

2) Effective July 1, 2017, County shall pay to the Contractor for services performed to the satisfaction of County as follows:

- **\$100,000** upon the County receipt and acceptance of the Contractor written progress report that is due no later than **October 1, 2017**. Contractor's report should contain aggregate data related to the numbers of clients served, demographics of those clients, substance use profile, recidivism analysis and information detailing linkages to continued use of resources and services.
- **\$100,000** upon the County receipt and acceptance of the Contractor written progress report that is due no later than **January 1, 2018**.
- **\$100,000** upon the County receipt and acceptance of the Contractors final report that is due no later than **May 1, 2018**.

3. Article 4 (Effective Date and Term) is amended to insert a new subparagraph A to read:

- A. By Amendment No. 1 to this Agreement, the term of this Agreement is extended from June 30, 2017 to June 30, 2018, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

4. Article 6 (Appropriations and Authorizations) is deleted in its entirety and replaced with:

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County may terminate

this Agreement by providing Contractor written notice of such termination in accordance with the notice provisions in this Agreement. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay Contractor for acceptable goods and/or services delivered and accepted prior to the termination date.

This Agreement is also contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County. If sufficient appropriations and authorizations, including the County's receipt of DWI related funding, are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County and the County shall have no duty to reimburse the 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 the Contractor in any way or forum, including a lawsuit.

5. Article 23 (Notices) is amended to delete the address of the County and the Contractor and replace with:

**To the County:**  
Santa Fe County  
Attn: CSD Director  
Community Services Department  
2052 Galisteo Street, Suite A  
Santa Fe, New Mexico 87507

**To the Contractor:**  
Santa Fe Recovery Center, Inc.  
Attn: Sylvia Barela, Chief Executive Director  
4100 Lucia Lane  
Santa Fe, NM 87507  
(505) 471-4985

6. By this Amendment No. 1 the County hereby consents to the assignment of the terms and conditions of the Agreement from Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center, Inc. effective June 30, 2017. All references to "Contractor" in the Agreement shall be to Santa Fe Recovery Center, Inc., 4100 Lucia Lane, Santa Fe, New Mexico 87507.

7. As of the date this Amendment approving the assignment of Agreement No. 2016-0150-DWI/BT from Christus St. Vincent Regional Medical Center to Santa Fe Recovery Center, Inc. is approved by the County, the parties hereto agree that Santa Fe Recovery Center, Inc. will assume all liability and obligations which may arise as a result of its performance pursuant to the Agreement which may arise relating to any act, circumstance, event, matter, occurrence, course of dealing or transaction, which in any way, directly or indirectly relates to or is based upon or arises out of its performance of services under Agreement No. 2016-0150-DWI/BT, as amended herein. Furthermore, the County does hereby release and discharge Christus St. Vincent Regional Medical Center from the performance of further services to clients or patients pursuant to Agreement No. 2016-0150-DWI/BT from the date this Amendment is signed by the County.

8. The County acknowledges that in conjunction with this assignment of Agreement No. 2016-0150-DWI/BT, the County will also do all things necessary to secure a property lease with Santa Fe Recovery Center, Inc., for its operation of the detoxification center.

9. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to Agreement No. 2016-0150-DWI/BT as of the date of last signature by the parties.

SANTA FE COUNTY:

  
Henry P. Roybal, Chair  
Santa Fe County Board of County Commissioners

Attestation:

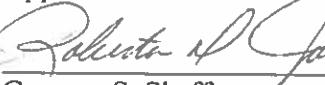
  
Geraldine Salazar  
Santa Fe County Clerk

Date

6-13-2017

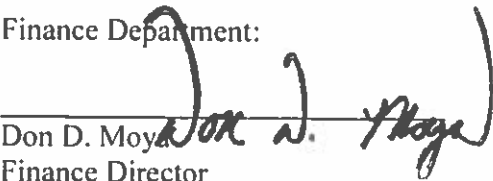


Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney


6-6-17  
Date

Finance Department:

  
Don D. Moya  
Finance Director

6-7-17  
Date

**CHRISTUS ST. VINCENT REGIONAL MEDICAL CENTER:**

  
(Signature)

6/6/17  
Date

Patrick Carrion  
(Print Name)

President & CEO  
(Print Title)

**SANTA FE RECOVERY CENTER, INC.**

  
(Signature)

6/8/17  
Date

Sylvia Barela  
(Print Name)

Chief Executive Officer  
(Print Title)