



Agenda Item Number: 8-8-13.6F

**SANDOVAL COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**Date of Commission**

**Meeting:** August 8, 2013

**Division / Elected**

**Office:** Community Services

**Staff Contact:**

Peggy Folk Cote, Director, Community Services

**Title of Item:**

Professional Services Agreement Amendment Four #2012-54 between Sandoval County and David Hudson, LPCC, for the Provision of Adult Treatment for Sandoval County DWI and Prevention Clients

**Action Requested:**

Motion to Approve a Professional Services Agreement Amendment Four # 2012-54 between Sandoval County and David Hudson, LPCC, for the Provision of Adult Substance Abuse Treatment, in the amount of \$55,000, for the Period August 9, 2013 through June 30, 2014.

**Summary:**

This contractor provides culturally sensitive, comprehensive Adult treatment services to domestic violence and DWI offenders. This is a requirement of both our Detox Grant and Distribution Grant. This contractor will provide counseling services to both to individuals and groups each week (23 groups per week). He will also assist in providing clinical assessments to new referrals. There was a Request for Proposal for these services in 2011 and Mr. Hudson was one of the providers selected to provide these services.

**Attachments:**

Professional Services Agreement Amendment Four

**FISCAL IMPACT**

This money is included in our FY 2013-14 budget.



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**STAFF ANALYSIS SUMMARY**

**County Manager:**

Recommend Board of County Commission approval. PPR 07/30/2013

**Initiating Elected Official /  
Division Director:**

Peggy Folk Cote, Director of Community Services

**Legal:**

Approved as to form. Note that the last amendment mistakenly extended through June 30, 2014 rather than August 2013. PFT 7/30/2013

**Finance:**

Recommend Approval CCH 7/30/13

**AMENDMENT FOUR TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE COUNTY OF SANDOVAL AND DAVID HUDSON, LPCC  
DFA # \_\_\_\_\_**

This Amendment is made and entered into by and between **SANDOVAL COUNTY**, LDWI Program, (hereinafter referred to as the "COUNTY") and **DAVID HUDSON, LPCC** (hereinafter referred to as the "CONTRACTOR").

WHEREAS, the parties hereto entered into Professional Services Agreement DFA #2012-54 on the 30<sup>th</sup> day of June 2011, which was duly recorded by the Sandoval County Clerk's Office as document #2011015732 for intensive treatment for alcohol abuse and/or alcohol involved domestic violence, to DWI and Domestic Violence offenders referred to Sandoval County DWI Program for FY 2011-2012 in the amount of Sixty Thousand Dollars (\$60,000.00); and

WHEREAS, the parties hereto entered into Amendment One to Professional Services Agreement DFA #2012-54 on the 21<sup>st</sup> day of June 2012, which was duly recorded by the Sandoval County Clerk's Office as document #2012015336 for intensive treatment for alcohol abuse and/or alcohol involved domestic violence, to DWI and Domestic Violence offenders referred to Sandoval County DWI Program for FY 2012-2013 in the amount of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the parties hereto entered into Amendment Two to Professional Services Agreement DFA #2012-54 on the 21<sup>st</sup> day of May 2013, which was duly recorded by the Sandoval County Clerk's Office as document #2013013915 for intensive treatment for alcohol abuse and/or alcohol involved domestic violence, to DWI and Domestic Violence offenders referred to Sandoval County DWI Program for the remainder of FY 2012-2013 in the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the parties hereto entered into Amendment Three to Professional Services Agreement DFA #2012-54 on the 26<sup>th</sup> day of June 2013, which was duly recorded by the Sandoval County Clerk's Office as document #2013017748 for intensive treatment for alcohol abuse and/or alcohol involved domestic violence, to DWI and Domestic Violence offenders referred to Sandoval County DWI Program for FY 2013-2014 in the amount of Ten Thousand Dollars (\$10,000.00); and

WHEREAS, the parties wish to amend certain provisions of the said Agreement, specifically the Scope of Work, Compensation and Term; and

NOW, THEREFORE, in consideration of the premises and mutual obligations set out in the original Agreement and herein, the COUNTY and CONTRACTOR hereby agree to amend the original Agreement as follows:

**I. Section 1 of the original Agreement is amended to read as follows:**

**1. SCOPE OF WORK:**

A. The Contractor shall perform the following work:

- The Contractor shall no longer have to participate in clinical team meetings and will not be paid for these meetings.
- The Contractor no longer has to provide Receptionist/Data Entry Clerk with case presentation to be added to Agenda for the Wednesday Clinical Team Meeting.
- The Contractor shall no longer have to provide clinical team with group updates and client issues but instead will visit with Court Compliance Officers on a case by case basis as necessary to ensure compliance with the treatment program and include addressing engagement of participant, absences or behavior issues.

**II. Section 2 of the original Agreement is amended to read as follows:**

**2. COMPENSATION AND METHOD OF PAYMENTS:**

- A. The Local DWI Program shall pay to the Contractor in full payment of services satisfactorily performed, pursuant to the Scope of Work (as set forth in Paragraph A of above contract) on the basis of reimbursements of costs incurred and allowable under the categories identified in the unit of services price list attached to the above contract. The amount of the contract is being increased an additional Fifty-five Thousand Dollars (\$55,000.00) to ensure treatment services to DWI and DV offenders for the remainder of 2013-2014. Due to in house counselor vacancies and the increase in clients, this Contractor has taken on additional work to ensure intensive treatment services for alcohol abuse and/or alcohol involved domestic violence to DWI and Domestic Violence offenders referred to Sandoval County DWI Program for FY 2013-2014. Total for the entire contract shall not exceed Sixty-five Thousand Dollars (\$65,000.00) including gross receipts tax for fiscal year 2013-2014. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth in above contract and to negotiations between the parties from year to year pursuant to above contract.

**III. Section 3 of the original Amendment is amended to read as follows:**

**3. TERM:**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS GIVEN ADMINISTRATIVE APPROVAL, AND SHALL BECOME FULLY EXECUTED UPON THE DATE OF THE LAST SIGNATOR. This agreement shall terminate on **June 30, 2014**, unless terminated pursuant to paragraph 4, infra, or paragraph 5 of the original contract.

**IV. Section 24 is an addition to the original Agreement:**

**24. EFFECT OF AMENDMENT ON ORIGINAL AGREEMENT:**

All of the remaining provisions of the original Agreement not specifically amended or modified by this Amendment or that are not inconsistent with the terms of this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement shall become fully executed upon the date of the final signature below.

**CONTRACTOR:**



David Hudson, LPCC

**BOARD OF COUNTY COMMISSIONERS OF SANDOVAL COUNTY:**

\_\_\_\_\_  
Darryl F. Madalena, Chair

\_\_\_\_\_  
Nora Scherzinger, Vice Chair

\_\_\_\_\_  
Orlando J. Lucero, Member

\_\_\_\_\_  
Don G, Chapman, Member

\_\_\_\_\_  
Glenn Walters, Member

Date: \_\_\_\_\_

**ATTEST:**

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Eileen Garbagni,  
County Clerk

**APPROVAL AS TO FORM:**

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Patrick Trujillo, County Attorney