Sandoval County Board of County Commissioners
Agenda Item Summary

AGENDA ITEM # 6-19-14.6B

1. REQUESTED MOTION

ACTION REQUESTED:

Approve DWI Grant Agreement No. 15-D-J-G-24 between Sandoval County and the NM Department of Finance and Administration in the Amount of $325,545 for Fiscal Year 2014-2015

WHY ACTION IS NECESSARY (Summary):

This is a competitive grant which funds our Prevention, Enforcement, Domestic Abuse and Substance Abuse Treatment, Coordination, Planning and Evaluation activities and Alternative Sentencing activities. This grant is a primary funder of our DWI Program effective July 1, 2014 through June 30, 2015.

2. REQUESTOR

COMMISSIONER SPONSORED: ☐ YES ☒ NO

DISTRICT: ☐ DISTRICT 1 ☐ DISTRICT 4 ☐ DISTRICT 2 ☐ DISTRICT 5 ☐ DISTRICT 3

DIRECTOR / ELECTED: Peggy Folk Cote

DIVISION: Community Services

ELECTED OFFICE:

ATTACHMENTS: ☒ YES ☐ NO

3. MEETING DATE

June 19, 2014

4. AGENDA (To be completed by County Manager)

☐ PROCLAMATION
☐ PRESENTATION
☒ CONSENT
☐ REGULAR
☐ APPEAL

5. RECOMMENDATIONS

Recommend Approval

6. FISCAL IMPACT

This funding is included in the 2014-2015 budget.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form	Finance Budget	County Manager	Other
PFC 6/9/14	____	____	PFT 6/11/14	CCH 6/11/14	PPR 6/12/14	____

8. COMMISSION ACTION

☐ Approved ☐ Denied ☐ Deferred ☐ Other

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DETOX GRANT AGREEMENT
Project No. **15-X-I-G-24**

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the **County of Sandoval**, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on April 29, 2014, the DWI Grant Council awarded the Grantee $150,000.00 to support alcohol detoxification and treatment facilities in New Mexico ("Project"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.

B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from **July 1, 2014** through **June 30, 2015.**

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program (ADE, Inc.) website is complete and accurate to allow the Department of Finance and Administration's ("DFA") designated evaluation contractor to develop and implement an evaluation system.

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2014**.

2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2014, January 31, 2015**, and **April 30, 2015** for review and comment.

4. In order that the Division may adequately evaluate the progress of the LDWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate

the effectiveness of each program component in the Project and shall be submitted no later than **July 15, 2015.**

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program (ADE, Inc.) website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.

2. The Annual Report shall be submitted no later than **July 15, 2014.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **One Hundred Fifty Thousand Dollars ($150,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C(1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.

B. It is understood and agreed that if any portion of the funds paid set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.

C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.

D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.

C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.

D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
   a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
   b. Incurred on or before the termination date in the notice of early termination;
   c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance with applicable law; and
   d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

A. It has the legal authority to receive and expend the funds as described in the Project Description.

B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.

C. It shall finance all costs of the Project, including all Project overruns.

D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and**

approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over $60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

F. It will adhere to all financial and accounting requirements of DFA.

G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.

H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.

I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name:	Diane Irwin
Title:	DWI Coordinator
Address:	711 S. Camino Del Pueblo Bernalillo, NM 87004
Phone:	505-867-8165
Fax:	505-867-8710
Email:	dirwin@sandovalcountynm.gov

B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name:	Julie Krupcale
Title:	Interim DWI Bureau Chief
Address:	Department of Finance and Administration Local Government Division Bataan Memorial Building, Suite 203 Santa Fe, NM 87501
Phone:	505-827-4951
Fax:	505-827-4340
Email:	JulieM.Krupcale@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Forty Two Thousand Four Hundred Four Dollars ($42,404.00) (28%)** as its matching funds commitment.

B. The **ten percent (10%)** limit on capital outlay expenditures does not apply to this grant. Requests for payment shall specify all capital outlay expenditures with justification.

C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol**; its daily activities/curriculum schedule; rules/expectations for clients and staff and any handout or testing material to be utilized throughout the course of the treatment program. One (1) written copy of such material and program description identified above shall be submitted to the Division no later than **30 days prior to component implementation,** for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.

D. Where applicable, the Grantee shall enter screening and tracking data online in the DWI Screening Program (ADE, Inc.) website. Data shall be entered and maintained in a current up-to-date status.

E. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may ***immediately*** terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the County of Sandoval may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Sandoval's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date."

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

COUNTY OF SANDOVAL

By:_____ _____
Authorized Signatory Date

_____
(Type or Print Name)

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANDOVAL)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____.

_____
Notary Public

My Commission Expires: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By:_____ _____
Wayne Sowell, Director Date

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____.

_____
Notary Public

My Commission Expires: _____