



Agenda Item Number: 6-17-13.5D

**SANDOVAL COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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**Date of Commission Meeting:** June 17, 2013

**Division / Elected Office:** Community Services

**Staff Contact:** Peggy Folk Cote, Director

**Title of Item:** DWI Grant Agreement Project No. 14-D-J-G-24 between Sandoval County and NM Department of Finance and Administration for DWI Program in the Amount not to exceed \$291,014

**Action Requested:** Motion to Approve DWI Grant Agreement Project No. 4-D-J-G-24 between Sandoval County and NM Department of Finance and Administration for DWI Program in the amount not to exceed \$291,014 beginning July 1, 2013 and ending June 30, 2014.

**Summary:** This grant funds our Prevention, Enforcement, Domestic Abuse, Treatment, and Coordination, Planning and Evaluation and Alternative Sentencing activities for the DWI Program. This is a competitive Grant. We are required to spend 65% of this grant for treatment of offenders.

**Attachments:** DWI Grant Agreement Project No. 14-D-J-G-24

**FISCAL IMPACT**

This grant is budgeted for fiscal year 2013-14.

**STAFF ANALYSIS SUMMARY**

**County Manager:** Recommend Board of County Commission approval. PPR 06/10/2013

**Initiating Elected Official / Division Director:** Peggy Folk Cote, Director of Community Services

**Legal:** Approved as to form. PFT 6/7/2013

**Finance:** Recommend Approval-CCH 6/10/13

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

DWI GRANT AGREEMENT  
Project No. 14-D-J-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 10, 2013, the DWI Grant Council awarded the Grantee \$291,014 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse 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, 2013 through June 30, 2014.
- 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.

## 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, 2013.
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, 2013, January 31, 2014, and April 30, 2014 for review and comment.
4. In order that the Division may adequately evaluate the progress of the Local DWI 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, 2014.

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 **Two Hundred Ninety One Thousand and Fourteen Dollars (\$291,014.00)**. 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 should any portion of the funds paid hereunder by the Division to the Grantee for the purposes designated herein remain unexpended at the completion of this Grant Agreement period, the said 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 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 the Department of Finance and Administration.
- 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 - GRANTEE REPRESENTATIVE**

- 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)867-8170  
Email: [dirwin@sandovalcountynm.gov](mailto: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: LDWI Program Manager  
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](mailto: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 **Fifty Thousand Eighteen Dollars and Ninety Two Cents(\$50,018.92)** (17%) as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.
- 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. The Grantee shall submit to the Division written copies of the description of the **screening program protocol**; schedules; rules/expectations for clients and staff and any handout or testing material utilized in the screening 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 screening program, including its materials, shall be reported to the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol**; schedules; rules/expectations for clients and staff and any handout or testing material utilized in the compliance monitoring 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 compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. **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.**
- G. **The Grantee shall submit LDWI Planning Council by-laws as part of the first quarter Progress Report.**
- H. 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. 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**

- A. 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 [Grantee] 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 [Grantee'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: \_\_\_\_\_ Date \_\_\_\_\_  
Chief Elected Official/Authorized Signatory

\_\_\_\_\_  
(Type or Print Name)

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



The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ryan Gleason, Director

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROJECT DESCRIPTION**

**Name of Grantee: County of Sandoval**

**Grant No.: 14-D-J-G-24**

**Grant Amount: \$291,014.00**

Grantee will provide DWI program activities in the following areas:

1) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

2) Alcohol Related Domestic Violence:

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment or Intervention Programs (DVIP). Any LDWI program funds used to supplement county DVIP programs must adhere to the CYFD rule on DVIPs, NMAC 8.8.7.1. In addition, such LDWI program funds used can only be used to support alcohol-related domestic violence offenses. DVIP funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

3) Treatment: Outpatient/Jail based

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical health, family and social relationships, emotional health, well-being, and general life functioning.

The competitive grant and distribution funding supports outpatient treatment services and jail based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and

appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

4) Coordination, Planning, and Evaluation:

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.

5) Alternative Sentencing:

Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Drug Courts, and community service.

LDWI funding may be used to support alternative adjudication programs such as DWI court and teen court. Teen court funding is limited to \$30,000 for the operation of teen courts. All DWI courts must follow AOC specialty court guidelines. All teen courts funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

Often teen court programs implement prevention activities in addition to their alternative sentencing services. Prevention activities, services and programs implemented by a teen court must be budgeted through the prevention component and meet prevention program requirements.

**EXHIBIT "B"**

**QUARTERLY PROGRESS REPORT CHECKLIST AND CERTIFICATION**

Grantee: \_\_\_\_\_

Quarter: \_\_\_\_\_

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
<input type="checkbox"/> Exhibit E – Fees Collected Summary	<input type="checkbox"/> Exhibit E – Fees Collected Summary
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete & Review Managerial Data Set Quarterly Report	<input type="checkbox"/> Review Managerial Data Set Quarterly Report
<input type="checkbox"/> Complete & Review ADE Screening & Tracking Quarterly Report	<input type="checkbox"/> Review ADE Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)
<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Page of Highlights/Issues (Accomplishments and problems in bulleted or narrative format. Include solutions to any problems)	<input type="checkbox"/> Page of Highlights/Issues
<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts	<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts
<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.	<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.
To be submitted in 1 <sup>st</sup> Quarter of each fiscal year: <input type="checkbox"/> LDWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol	To be submitted in 1 <sup>st</sup> Quarter of each fiscal year: <input type="checkbox"/> LDWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
County/City Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

\_\_\_\_\_  
LDWI Program Manager

\_\_\_\_\_  
Date

**Local DWI Grant Fund  
Revenue/Expenditure Summary**

**Applicant/Grantee**

Sandoval County

**Project No.: 14-D-I-G-24**

**Total Grant Funds  
\$291,014.00**

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
Local DWI Program Grant	ADMINISTRATIVE			
Program Generated Fees	Personnel Services			0.00
	Employee Benefits			0.00
	Travel			0.00
Local Match (Cash or In-Kind)	Contractual Services			0.00
County	Operating Expenses			0.00
City				
Judicial/Courts	PROGRAM			
Other (list):	Personnel Services	134,074.20	10,676.64	144,750.84
	Employee Benefits	49,715.80	3,842.28	53,558.08
	Travel (In-State)	1,000.00		1,000.00
	Travel (Out-of-State)			0.00
	Supplies	2,500.00		2,500.00
	Operating Costs	12,810.00	500.00	13,310.00
	Contractual Services	90,914.00	35,000.00	125,914.00
	Minor Equipment			0.00
	Capital Outlay*			0.00
<b>TOTAL REVENUES</b>	<b>TOTAL EXPENDITURES</b>	<b>291,014.00</b>	<b>50,018.92</b>	<b>341,032.92</b>

(\*) Capital Outlay cannot exceed 10%  
10% = 29,101.40

**Grant Expenditures:**

	<u>Budget</u>
Prevention Enforcement Screening	
Domestic Violence	48,076.22
Treatment: Outpatient/Jailbased	182,952.06
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	44,985.72
Alternative Sentencing	15,000.00
<b>Totals:</b>	<b>291,014.00</b>

ck

**In-Kind/Match Expenditures:**

	<u>Budget</u>
Prevention Enforcement Screening	
Domestic Violence	5,000.00
Treatment: Outpatient/Jailbased	15,500.00
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	14,518.92
Alternative Sentencing	15,000.00
<b>Totals:</b>	<b>50,018.92</b>

ck

Exhibit C (1)

**LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report**

Sandoval County PO Box 40 Bernalillo, NM 87004 (505) 867-7600 14-D-I-G-24
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EXHIBIT C(1)

Tot. Bud. Expd: 341,032.92 ck

341,032.92

50,018.92

**LOCAL DWI GRANT PROGRAM**  
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: 1  
291014.00

**A. Grantee:** Sandeoval County  
**B. Address:** PO Box 40  
Bartlett, TN 37002  
**C. Telephone No.:** (505) 867-6600  
**D. Grant No.:** 14-D-I-G-24

Budget Categories	Approved Budget		Expenditures Year to Date		Expenditures This Request		Total Expenditures
	Grant Funds	In/Kind Match	Grant Funds	In/Kind Match	Grant Funds	In/Kind Match	
ADMINISTRATIVE*							
Personnel Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PROGRAM							
Personnel Services	134,074.20	10,676.64	0.00	0.00	0.00	0.00	0.00
Employee Benefits	49,715.80	3,842.28	0.00	0.00	0.00	0.00	0.00
Travel (In-State)	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Supplies	2,600.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Costs	12,810.00	500.00	0.00	0.00	0.00	0.00	0.00
Contractual Services	90,914.00	35,000.00	0.00	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>291,014.00</b>	<b>50,018.92</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**II. Payment Computation:**  
A. Grant Award: \$291,014.00  
B. Funds Received To Date: \$0.00  
C. Amount Requested This Payment: \$0.00  
D. Grant Balance: \$291,014.00  
III. Report Period Ending: 30-Sep-13

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_  
Tax ID No.: \_\_\_\_\_  
Grantee Representative \_\_\_\_\_ Date \_\_\_\_\_  
Division Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_  
Division Project Representative \_\_\_\_\_ Date \_\_\_\_\_

**LOCAL DWI GRANT PROGRAM**  
**Request for Payment/Financial Status Report**  
**Breakdown By Program Component Expenditures D(1)**

Exhibit D (1)

Grantee: Sandoval County  
 Project No.: 14-D-I-G-24  
 Request No. 1

Total Grant Funds Requested This Request: 0.00  
 Total Matching Funds Reported This Request: 0.00  
 Total Expenditures Reported This Request: 0.00

**Grant Expenditures:**

	Budget	This Request	YTD
Prevention	0.00		0.00
Enforcement	0.00		0.00
Screening	0.00		0.00
Domestic Violence	48,076.22		0.00
Treatment: Outpatient/Jailbased	182,952.06		0.00
Compliance Monitoring/Tracking	0.00		0.00
Coordination, Planning & Evaluation	44,985.72		0.00
Alternative Sentencing	15,000.00		0.00
<b>Totals:</b>	<b>291,014.00</b>	<b>0.00</b>	<b>0.00</b>

**In-Kind/Match Expenditures:**

	Budget	This Request	YTD
Prevention	0.00		0.00
Enforcement	0.00		0.00
Screening	0.00		0.00
Domestic Violence	5,000.00		0.00
Treatment: Outpatient/Jailbased	15,500.00		0.00
Compliance Monitoring/Tracking	0.00		0.00
Coordination, Planning & Evaluation	14,518.92		0.00
Alternative Sentencing	15,000.00		0.00
<b>Totals:</b>	<b>50,018.92</b>	<b>0.00</b>	<b>0.00</b>

Total Expenditures This Reimbursement: 0.00  
 Total Expenditures Year to Date: 0.00  
 Check 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

\_\_\_\_\_  
 Name Title Date

**EXHIBIT E**  
**Fees Collected Summary**

<b>Grantee:</b>	County of Sandoval
<b>Address:</b>	PO Box 40 Bernalillo, NM 87004

Component	Beginning Balance (From FY12 Ending Balance)	Q1		Quarter Ending Balance
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	
Prevention				\$ -
Enforcement				\$ -
Screening				\$ -
Domestic Violence				\$ -
Treatment				\$ -
Compliance Monitoring/Tracking				\$ -
Coordination, Planning & Evaluation				\$ -
Alternative Sentencing				\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -

Component	Q1 Ending Balance	Q2		Quarter Ending Balance
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -

Component	Q2 Ending Balance	Q3		Quarter Ending Balance
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -

Component	Q3 Ending Balance	Q4		Quarter Ending Balance
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -

Component	Q3 Ending Balance	Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -

Component	Beginning Balance (From FY12 Ending Balance)	Total Fee Summary and In-Kind		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Fiscal Year Fee Ending Balance
Prevention	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -
Screening	\$ -	\$ -	\$ -	\$ -
Domestic Violence	\$ -	\$ -	\$ -	\$ -
Treatment	\$ -	\$ -	\$ -	\$ -
Compliance Monitoring/Tracking	\$ -	\$ -	\$ -	\$ -
Coordination, Planning & Evaluation	\$ -	\$ -	\$ -	\$ -
Alternative Sentencing	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ -	\$ -	\$ -	\$ -

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

\_\_\_\_\_  
Grantee Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grantee Representative

# Exhibit G

## Detailed Breakdown By Budget Category

### LOCAL DWI GRANT PROGRAM

Grantee: County of Sandoval  
 Project No.: 14-D-J-G-24  
 Request No.: \_\_\_\_\_

Total Grant Funds Requested This Request: 0.00  
 Total Matching Funds Reported This Request: 0.00  
 Total Expenditures Reported This Request: 0.00

### Grant or Distribution Expenditures:

#### ADMINISTRATIVE

Administrative expenses are not allowed.

#### PROGRAM

##### Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
				_____	
				_____	
				_____	
Total Personnel Services:				0.00	

##### Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
				_____	
				_____	
				_____	
Total Employee Benefits:				0.00	

##### Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
Total Travel (In-State):					0.00	

##### Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
Total Travel (Out-of-State):					0.00	

##### Supplies (\*Please list Prevention Giveaways/Promotional Items separately below)

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	
					_____	
					_____	
Total Supplies:					0.00	

\*Prevention Giveaways/Promotional Items

##### Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
					_____	
					_____	

Total Operating Costs: 0.00

**Contractual Services**

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
-----------------------	-------------------	---------------	--------------------	---------------------	---------------	--------------------

Total Contractual Services: 0.00

**Minor Equipment**

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Minor Equipment: 0.00

**Capital Outlay**

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
----------------------	-------------------	--------------------	--------------------	---------------------	---------------	--------------------

Total Capital Outlay: 0.00

**Total Grant Fund Reimbursement Request: 0.00**

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are attached or on file for review. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DVA Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Exhibit G**  
Detailed Breakdown By Budget Category  
LOCAL DWI GRANT PROGRAM

Grantee: County of Sandoval  
Project No.: 14-D-J-G-24  
Request No.: 0

Total Grant Funds Requested This Request: 0.00  
Total Matching Funds Reported This Request: 0.00  
Total Expenditures Reported This Request: 0.00

**In-Kind/Match Expenditures:**

**ADMINISTRATIVE expenses are allowed for In-Kind Match only.**

**Personnel Services**

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

**Employee Benefits**

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

**Travel**

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:						<u>0.00</u>

**Contractual Services**

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:						<u>0.00</u>

**Operating Costs**

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:						<u>0.00</u>

**PROGRAM**

**Personnel Services**

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

**Employee Benefits**

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

**Travel (In-State)**

<u>Date of Travel/Locattor</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
<b>Total Travel (In-State):</b>					<u>0.00</u>	

**Travel (Out-of-State)**

<u>Date of Travel/Locattor</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
<b>Total Travel (Out-of-State):</b>					<u>0.00</u>	

**Supplies**

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
<b>Total Supplies:</b>					<u>0.00</u>	

**Operating Costs**

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
<b>Total Operating Costs:</b>					<u>0.00</u>	

**Contractual Services**

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
<b>Total Contractual Services:</b>					<u>0.00</u>	

**Minor Equipment**

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
<b>Total Minor Equipment:</b>					<u>0.00</u>	

**Capital Outlay**

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
<b>Total Capital Outlay:</b>					<u>0.00</u>	

**Total In-Kind/ Matching Reimbursement Request: 0.00**  
 Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

\_\_\_\_\_  
 Name Title Date