AGREEMENT FOR THE PROVISION OF OPIOID ABATEMENT/TREATMENT SERVICES BY CARLSBAD LIFEHOUSE, LLC, FOR THE BENEFIT OF THE CITIZENS OF THE CITY OF ROSWELL

THIS AGREEMENT FOR THE PROVISION OF OPIOID ABATEMENT/TREATMENT SERVICES (hereinafter referred to as "the Agreement") is entered into by and between the **CITY OF ROSWELL, NEW MEXICO,** a New Mexico municipal corporation and political subdivision (hereinafter referred to as the "CITY"), and **CARLSBAD LIFEHOUSE LLC** (hereinafter referred to as "LifeHouse"), effective as of the date of the last signatory hereto, with the services to commence on _____, 2026 and ending on June 30, 2027, as set forth hereafter.

WHEREAS, CITY, was involved in litigation with numerous defendants for the manufacture, distribution and prescribing of Opioids to citizens, which has resulted in the receipt of settlement funding from numerous of such defendants; and

WHEREAS, the City of Roswell desires to use a portion of the Opioid Settlement Funds received from the various settlements reached with the settling entities and work to procure services from providers that could provide, among other services, Opioid treatment, abatement and/or educational services which comport with the restrictions placed on the use of such settlement funds; and

WHEREAS, LifeHouse is a nonprofit organization that focuses on, and has been active southeastern New Mexico; successfully utilizing a holistic approach in treating substance abuse, and in particular Opioid abuse; and

WHEREAS, City wishes to engage the services of LifeHouse for the provision of Opioid Crisis Services to all city residents as set forth in Exhibit "A", which services are authorized pursuant to the terms of the Opioid Settlement Agreements reached by the City of Roswell; and

WHEREAS, LifeHouse has the legal authority to enter into this Agreement, and LifeHouse's governing body/Board of Directors will duly adopt a resolution authorizing LifeHouse to enter this Agreement with the City; and

WHEREAS, LifeHouse's execution of this Agreement indicates its willingness to comply with all the requirements of the terms of this Agreement; and

WHEREAS, LifeHouse will be the entity responsible for compliance with this Agreement and shall undertake and be responsible for all aspects of planning, designing, operation, and undertaking the project described herein; and

WHEREAS, the project described herein is consistent with the terms, conditions, and restrictions as are contained in the various Opioid Settlement Agreements as concerns services and expenditures authorized to be made from those settlement proceeds which have been received; and

WHEREAS, LifeHouse stipulates and agrees it has reviewed the terms, conditions and restrictions referred to above and agrees to comply with such terms, conditions and restrictions.

NOW, THEREFORE, it is agreed between the parties hereto, as follows:

ARTICLE 1
SCOPE OF WORK

SECTION 1.

SCOPE OF WORK BY LIFEHOUSE

A. Scope of Work; Consideration for Services to be Provided.

1. General aim and goals of the Agreement. Lifehouse, within 12-18 months of execution of this agreement, shall establish a full Certified Community Behavioral Health Clinic (CCBHC). This clinic is anticipated to employ approximately 40 people and serve approximately 200+ people monthly. Lifehouse will bring a comprehensive suite of services, consistent with the Certified Community Behavioral Health Clinic (CCBHC) model, designed to meet the diverse needs of Roswell and Chaves County.

2. Term and Amount of Consideration. The term of this Agreement shall commence on upon execution and end on June 30, 2027. No more than $1.8 million shall be expended per the terms of this contract.

3. **TOTAL** amount to be paid to LifeHouse for its services shall not exceed the amounts set forth in the attached Exhibit A which stipulates that the City of Roswell will fund employee positions within LifeHouse LLC to provide exclusive services to the City, qualifying expenses, and salaries and expenses related to the purposes described herein. In addition, City will furnish at Fair Market Value and LifeHouse LLC will enter into a ten-year lease of the old department of Health Building at ROW for housing of this program.

B. Use of Funds.

1. General Rule. Activities to be provided as set forth in Exhibit A shall be, and are, all in response to the treatment of those impacted by the Opioid Crisis and its devastating impact on so many individuals and families throughout the City of Roswell. This crisis also has impacted millions more in the State of New Mexico and the entire United States.

2. Use of Opioid Settlement Funds; Incorporation of Eddy County RFP 2023-07 and LifeHouse's Response to Same. No portion of the funds being used for the funding of this Agreement and services to be rendered by LifeHouse will be utilized for any services, products or conditions that are not authorized by the terms of the Settlement Agreements reached City of Roswell which restrictions have been reviewed by LifeHouse. In addition, by the execution hereof, ALL TERMS AND CONDITIONS contained in RFP 23-07 and LifeHouse's proposal submitted in response thereto are incorporated herein by reference as though fully set forth and are made terms and conditions of this Agreement.

3. LifeHouse shall provide proper invoices and reports monthly for services provided within the Scope of Work to be eligible for payment under this Agreement as more fully discussed herein. The "Scope of Work" to be undertaken and completed by LifeHouse is described in the attached Exhibit A.

4. **LifeHouse's Certification.** LifeHouse certifies that the activities, services and program to be carried out under this Agreement as set forth in Exhibit A Scope of Work will be undertaken and completed to the satisfaction of City.

C. Performance Monitoring.

1. The City will monitor the performance of LifeHouse, measuring its performance against the requirements of the Exhibit A: Scope of Work and the Opioid Settlement Agreement's applicable requirements, conditions and limitations on expenditures to be made from Settlement Funds from the State and Federal Opioid Settlements reached by the City of Roswell. A copy of those requirements, conditions and limitations have been provided to LifeHouse by City of Roswell.

2. Substandard performance as determined by the City will constitute noncompliance with this Agreement; included within such determinations will be LifeHouse's compliance with those requirements, conditions and limitations contained in the Settlement Agreements above-referenced. If action to correct such substandard performance is not taken LifeHouse within fifteen (15) days, unless a different length of time is specified by the prescribing entity, after being notified by the City or any State or Federal Agency concerning same, City may impose additional conditions on the LifeHouse and its utilization of said Opioid Funds and may suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted.

SECTION 2. PROJECT DESCRIPTION

Type of Project/Purpose: LifeHouse shall provide a program of continuum care as set forth in Exhibit "A" and in its response to RFP 23-07 as referenced in this Agreement, focusing on the individual mental health and related service and care needs of every client. LifeHouse shall provide in-person services or through HIPPA-approved virtual appointments, with bilingual/Spanish clinicians available.

Project Location: LifeHouse's location(s) in Roswell, New Mexico.

Amount Funded: Totals per year for completed requirements as provided in Exhibit A.

SECTION 3. EFFECTIVE DATE; TERM OF AGREEMENT

A. This Agreement shall become effective when fully executed by the parties hereto and with the commencement of services to commence upon execution and remain in full force and effect until the funds for the obligations are expended for the projects described herein, but in no event later than June 30, 2027.

B. Should additional time for auditing this project be required, in accordance with Law; this Agreement shall be deemed extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which LifeHouse services are being audited, subject to the maximum amount set forth in in Exhibit A not being exceeded.

SECTION 4. REPORTING

LifeHouse agrees to comply with all reporting requirements and submit reports for the project. LifeHouse shall submit such documentation as required by the City to meet City's obligations and also any obligations City and LifeHouse may have as concerns the authorized uses of the Opioid Settlement Funds from Federal and State conditions, requirements, and limitations covering same.

Applicable required documents may include, but are not limited to the following:

A. Monthly reports on the projects funded and project fund expenditures, with all such expenditures to be as provided within the conditions, requirements and limitations on expenditures prescribed pursuant the Federal and State Opioid Settlement Agreements reached with, by and on behalf of City. The total expenditures shall not exceed three hundred thousand and xx/00 Dollars ($300,000.00) until June 30, 2026. For the remainder of this of this Agreement, ending on June 30, 2027, shall not exceed One Million five hundred thousand and xx/00 Dollars ($1,500,000.00).

B. LifeHouse acknowledges that the City may be responsible for reporting to both Federal and State oversight groups on the use of the Opioid Settlement Funds for the duration of this Agreement, and LifeHouse will fully cooperate in all respects with the requests of City for information, reports and documentation from LifeHouse to assist City in its reporting responsibilities.

ARTICLE 2
FINANCIAL MANAGEMENT

SECTION 1. PAYMENTS AND BUDGET

A. General Statement.

1. Compensation. The City shall compensate LifeHouse's allowable costs on a monthly basis for the project(s) described herein, upon presentation of properly executed documentation as may be required by the City. LifeHouse shall present in support of its request for payment, copies of receipts and evidence of payment for each and every expenditure for which compensation is claimed.

2. Full and Complete Payment. Payments received by LifeHouse upon completion of all or a portion of a project shall constitute full and complete payment by the City for that portion, or all, of the project under this Agreement. Allowable costs include all costs identified and authorized under the Federal and State Opioid Settlement Agreements conditions, requirements and limitations that are reviewed and approved by the City.

B. Payments.

Compensation Requests. Monthly invoices, together with LifeHouse's required reports outlining all services and costs expended as authorized and in accordance with this Agreement and by Law, shall be submitted to City by mail or email to:

City of Roswell
Attn: Finance Director
101 W. Greene Street
Roswell, New Mexico 88201
t.gomez@roswell-nm.gov

Payments shall be made upon receipt of the completed requests with the attendant required reports which shall be reviewed and approved by the Finance Director.

Compensation Payments. Compensation payments shall be made to:

Carlsbad LifeHouse Inc.
PO Box 3141
Carlsbad, New Mexico 88221

C. Closeout.

1. Closeout Requirements. Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

i. LifeHouse shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and

ii. Closeout of funds will not occur unless all requirements of City and any State or Federal agency inquiring into any aspect of this agreement and/or any expenditure pursuant thereto have been resolved to the satisfaction of the same.

2. Completion of Closeout. LifeHouse's obligations to the City shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that LifeHouse has control over any Opioid Settlement funds.

ARTICLE 3
GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

City of Roswell
Attn.: City Manager and Treasurer
425 N. Richardson Ave.
Roswell, NM 88201

Carlsbad LifeHouse, Inc. Attn.:
Carlsbad LifeHouse Inc. PO
BOX 3141
Carlsbad, NM 88221

SECTION 2. GENERAL CONDITIONS

A. General Compliance. LifeHouse shall comply with all applicable State and Federal laws, regulations, and requirements imposed in the Opioid Settlement Agreements from whence the funding for this Agreement came, as well as all provisions of this Agreement.

B. Independent Contractor. Nothing contained in this Agreement is intended or shall be construed in any manner to create or establish the relationship of employer/employee between the City and LifeHouse. LifeHouse shall at all times remain an " independent contractor" with respect to the services to be performed under this Agreement.

C. Amendment and Suspension or Termination. The City or LifeHouse may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the City's governing body, and are signed in writing by a duly authorized representative of the City and the LifeHouse. Such amendments shall not invalidate this agreement, nor relieve or release the City or LifeHouse from its obligations under this Agreement.

D. Remedies.

City may pursue such remedies as are available to it, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

I. Failure to comply with any of the rules, regulations, and conditions, requirements and limitations imposed pursuant to the State and Federal Opioid Settlement Agreements which the City of Roswell is a party.

2. Failure, for any reason, of LifeHouse to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement;

4. Submission by LifeHouse to City reports that are incorrect or incomplete in any material respect; or

5. Failure to take satisfactory corrective action as directed by the City.

SECTION 3. ADMINISTRATIVE REQUIREMENTS

In general, this Agreement is subject to the following requirements:

A. Documentation and Record Keeping.

1. Records to be Maintained. Recipient must maintain records and financial documents for five years after all funds have been expended or returned to the City. The City may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. LifeHouse agrees to provide or make available such records to City upon request, and to any authorized oversight body as concerns Opioid Settlement Fund expenditures.

2. Disclosure. Recipient understands that its client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the LifeHouse's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

SECTION 4. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION S. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 6. WAIVER

The Grantee's failure to act with respect to a breach by LifeHouse does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 7. **SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and LifeHouse for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and LifeHouse with respect to this Agreement.

SECTION 9. NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 10. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of New Mexico. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the 5th Judicial District Court of Chaves County, New Mexico, and, if necessary for exclusive federal questions, the United States District Court for the District of New Mexico.

IN **WITNESS WHEREOF,** the Parties have executed this Agreement as of the date of the most recent signatory.

_____
Hessel Yntema, City Manager

_____
Philip Huston, Executive Director

Exhibit A – Scope of Work

I. Generally: Lifehouse, within 12-18 months of execution of this Agreement, shall establish a full Certified Community Behavioral Health Clinic (CCBHC). This clinic is anticipated to employ approximately 40 people and serve approximately 200+ people monthly. Lifehouse will bring a comprehensive suite of services, consistent with the Certified Community Behavioral Health Clinic (CCBHC) model, designed to meet the diverse needs of Roswell and Chaves County.

II. Services (Continuum of Care) shall include:

1. 24/7 Mobile Crisis Response
2. Veteran Services
3. Crisis Stabilization/Receiving (Non-Hospital)
4. Screening, Diagnosis, and Assessment for Behavioral Health and Substance Use Disorders
5. Individual & Group Therapy for Behavioral Health and Substance Use Disorders
6. Primary Care screening and monitoring
7. Treatment Planning
8. Intensive Outpatient Programs (IOP) for Substance Use Disorders
9. Peer Supports, Case Management (TCM & CCSS), and Life Skills
10. Care Coordination with other healthcare providers
11. Transportation Services including Chaves County Detention Center and Sunrise
12. Community Education & Engagement Programs (e.g., Mental Health First Aid, Narcan Training)
13. Medication Assisted Treatment
14. Psychiatric Care

III. Program creation: Lifehouse will create, design, and implement the creation of a Community Behavioral Health Clinic based up on the Certified Community Behavioral Health Clinic (CCBHC) model.

IV. Program maintenance, operations, and support:

a. Lifehouse will employ a team of Community Support Workers, Certified Peer Support Specialists, and/or Community Health to support the aforementioned services. This team's annual positions and personnel expenses are anticipated as follows:

Staff Cost	number of employees	cost per employee	total
Reception	2	$ 38,000.00	$ 76,000
Site Admin	2		$ 130,000
Facilities	2	$ 42,500.00	$ 85,000
Community Education	1	$ 55,000.00	$ 55,000
Therapy	6	$ 95,000.00	$ 570,000
Case Management	4	$ 65,000.00	$ 260,000
PC Screening	1	$ 45,000.00	$ 45,000
MCT	8	$ 70,000.00	$ 560,000
CTC	8	$ 70,000.00	$ 560,000
RISE	1.5	$ 65,000.00	$ 97,500
SL	2	$ 65,000.00	$ 130,000
Care Coordination	3	$ 65,000.00	$ 195,000
total staff cost	40.5		$ 2,763,500
admin costs			$ 578,571
variable expenses	16%		$ 534,731
Educational Materials/community engagement			$ 50,000
total facility cost			$ 192,000
Total Annual Cost (2027)			$ 4,118,802

b. Pertinent job descriptions follow on Exhibit B.

V. Payment for Design, Reimbursable Costs, and Remodeling Costs:

a. Lifehouse shall be paid no more than one hundred thousand and xx/00 ($100,000.00) per month for the creation, design, and implementation of a Community Behavioral Health Clinic. Such payments shall be condition on monthly reports outlining the work done and percent of creation, design, and implementation achieved. Such payment is capped at $300,000.000 total and must be expended by June 30, 2026.

b. Reimbursable expenses can include construction material and labor costs for remodeling the facility leased by ROW. Reimbursement for any remodeling costs may be requested at any time the Agreement is active.

c. Reimbursable expenses shall include payroll expenses for employees working on and supplies directly supporting this Agreement. Monthly reporting for this Agreement will include number of referrals received and patients treated, the number of people completing training and materials distributed, payroll expenses, costs of any training classes, and any travel necessary to complete training classes, and the number of people attending training and safely in these situations. This would include an exam room area, an office, and a restroom. Reimbursable expenses shall be available every month beginning July 2026. The contents of these reporting requirements may be adjust from time to time.