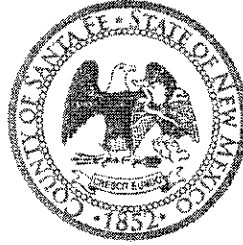


**Henry P. Roybal**  
Commissioner, District 1

**Anna Hansen**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Anna T. Hamilton**  
Commissioner, District 4

**Ed Moreno**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**Date:** May 9, 2018

**To:** Santa Fe County Board of County Commissioners

**From:** Bill Taylor, Procurement Manager

**Via:** Katherine Miller, County Manager  
Stephanie Schardin Clarke, Finance Director  
Rachel O'Connor, Director, Community Services Department  
Patricia Boies, Health Services Division Director, Community Services Department

**Item and Issue: BCC Meeting May 29, 2018**

**Approval of Amendment No. 4 to Professional Service Agreement No. 2015-0229B-CSD/MM Between Santa Fe County and Las Cumbres for the Low Birth Weight Prevention Initiative to Extend the Term of the Agreement One Additional Year and Increase the Compensation an Additional \$71,250.00, for a Total Contract Sum of \$271,250.00, Inclusive of NM GRT; and Granting Signature Authorization to the County Manager. (Purchasing/Bill Taylor/Community Services/Patricia Boies).**

**ISSUE**

Approval is requested for Amendment No. 4 to Professional Service Agreement No. 2015-0229B-CSD/MM between Santa Fe County and Las Cumbres in the amount of \$71,250 to extend until May 14, 2019 the low birth weight prevention initiative, for a term ending June 30, 2018.

**BACKGROUND**

When Santa Fe County began contracting with Las Cumbres Community Services in 2015, to address the low birth weight prevention priority of our *County Health Action Plan*, Las Cumbres introduced a new service—the Que Cute Health Baby Program. For the last three years, Que Cute has served pregnant mothers by providing education and access to health and social services that reduce risks for low birth weight. The program is free and open to any income-eligible mother who lives in Santa Fe County and is at risk for delivering a low birth weight baby, whether due to poverty, homelessness, substance/alcohol use, smoking, diabetes, unemployment, multiple births, teen pregnancy, or perceived maternal stress.

Since the Que Cute program began through March of 2018, they have forged relationships with high-risk clients and in turn also with a wide network of agencies in the community, including behavioral health providers, clinics, jail staff, and many agencies that address food, housing, transportation, and interpersonal safety needs. **Of the 70 babies born into the program, only five have been born at low birth weight, and for those who stayed with the program through their post-partum period, only one was low birth weight. This is a rate of 7.1 percent,** compared with the countywide rate, which by 2016 had risen to 11.9 percent. This is encouraging, considering that this is a very high risk population, and that most mothers are then connected with long-term supports.

Santa Fe County and Las Cumbres entered into Professional Service Agreement No. 2015-0229B-CSD/MM to implement a low birth weight prevention initiative, for a term beginning May 14, 2015 and ending May 14, 2016, for \$65,000, with the provision that the agreement may be extended for three additional years. Amendment No. 1 to the Professional Service Agreement extended the term to May 14, 2017, for the same compensation of \$65,000. Amendment No. 2 added to the scope of work and deliverables, increased the compensation from \$65,000 to \$100,000, and extended the term to June 30, 2017. Amendment No. 3 extended the term of the contract for one additional year, from July 1, 2017 to June 30, 2018, for an additional \$100,000.

The proposed Amendment No. 4 extends the term of the contract until May 14, 2019, for an additional \$71,250.

### **RECOMMENDATION**

The Community Services Department recommends approval of Amendment No. 4 to Professional Service Agreement No. 2015-0229A-CSD/MM between Santa Fe County and Las Cumbres in the amount of \$71,250 for the Low Birth Weight Prevention Initiative to extend until May 14, 2019.

**AMENDMENT NO. 4  
TO AGREEMENT BETWEEN SANTA FE COUNTY AND  
LAS CUMBRES COMMUNITY SERVICES**

**THIS AMENDMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision, and **Las Cumbres Community Services**, hereafter referred to as "the Contractor".

**WHEREAS**, pursuant to Agreement No. 2015-0229-B-CSD/MM (the "Agreement") dated May 14, 2015, the Contractor implemented a Low Birth Weight Prevention Initiative Program in Santa Fe County; and

**WHEREAS**, according to Section 15 of the Agreement the Agreement may be amended by an instrument in writing signed by the parties; and

**WHEREAS**, Amendment No. 1 the Agreement was amended to extend the term to May 14, 2017 and increase compensation payable to the Contractor by \$65,000 for a not-to-exceed sum of \$130,000. By Amendment No. 2 the Agreement was amended to amend the Contractor's scope of services, extend the term to June 30, 2017 and increase the compensation payable to the Contractor by \$35,000 for a total contract sum of \$165,000. By Amendment No. 3 the Agreement was amended to extend the term to June 30, 2018 and increase compensation payable to the Contractor by \$100,000 for a not to exceed amount of \$265,000; and

**WHEREAS**, by this Amendment No. 4 the parties wish to amend the Agreement to extend the term to May 19, 2019 and increase compensation by \$71,250 for FY19.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows:

1. Article 1 (Scope of work), insert subparagraph "6" to read:
  6. Pursuant to Amendment no. 4 for services provided from July 1, 2018 to May 19, 2019, Contractor will invoice the County monthly for a sum not-to-exceed \$5,937.50. The monthly invoices shall include a detailed status report for all activities listed in this Paragraph 1 including the services listed in **Additional Scope of Work**, a) through c), below.
2. Paragraph 1 (Additional Scope of Work), subparagraph "8" the sum of "265,000.00 is deleted and replaced with "\$336,250.00."
3. Paragraph 3.A.5. (Compensation, Invoicing and Set-Off) insert a subparagraph "(b)" to read:
  - b. By Amendment No. 4, the term of the Agreement is extended from July 1, 2018 to May 14, 2019, and the Contractor's compensation is increased by \$71,250.00. The total amount payable to the Contractor for term of this Agreement shall not exceed \$336,250.00, inclusive of NM grt.

4. Paragraph 4 (Effective Date and Term), a subparagraph (b) inserted to read:

(b). By Amendment No. 4 the term of this Agreement is extended from July 1, 2018 to May 14, 2018.

5. All other provisions of the Agreement No. 2015-0229B-CSD/MM not specifically amended or modified by Amendment No. 1, 2, 3 and this Amendment No. 4, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of the date of last signature by the parties.

**SANTA FE COUNTY:**

\_\_\_\_\_  
Anna Hansen, Chair  
Santa Fe County Board of County Commissioners

**ATTESTATION:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
Stephanie Schardin Clarke  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title



**AMENDMENT NO. 3  
TO AGREEMENT BETWEEN SANTA FE COUNTY AND  
LAS CUMBRES COMMUNITY SERVICES**

This Amendment is entered into this 9<sup>th</sup> day of May, 2017, by and between Santa Fe County, (hereinafter the "County"), a New Mexico political subdivision of the state of New Mexico, and Las Cumbres Community Services, 805 Early Street, Suite B-1-2, Santa Fe New Mexico 87505 (hereinafter "Contractor").

**WHEREAS**, pursuant to Agreement No. 2015-0229B-CSD/MM (the "Agreement") dated May 14, 2015, the Contractor implemented a Low Birth Weight Prevention Initiative Program in Santa Fe County; and

**WHEREAS**, according to Section 15 of the Agreement the Agreement may be amended by an instrument in writing signed by the parties; and

**WHEREAS**, by Amendment No. 1 the Agreement was amended to extend the term to May 14, 2017 and increase the compensation payable to the Contractor by \$65,000 for a not-to-exceed sum of \$130,000. By Amendment No. 2 the Agreement was amended to amend the Contractor's scope of services, extend the term to June 30, 2017 and increase the compensation payable to the Contractor by \$35,000 for a total contract sum of \$165,000; and

**WHEREAS**, by this Amendment No. 3 the parties wish to amend the Agreement to extend the term of the Agreement to June 30, 2018 and increase by \$100,000 the compensation payable to the Contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

1. Paragraph 1 (Scope of Work), insert a subparagraph "5." to read:
  5. Pursuant to Amendment No. 3 for services provided from July 1, 2017 to June 30, 2018, Contractor will invoice the County monthly for a sum not-to-exceed \$8,333.33. The monthly invoices shall include a detailed status report for all activities listed in this Paragraph 1 including the services listed in Additional Scope of Work, a) through c), below.
2. Paragraph 1 (Additional Scope of Work), subparagraph "8," the sum "\$165,000.00" is deleted and replaced with "\$265,000.00,"
3. Paragraph 3.A.5. (Compensation, Invoicing, and Set-Off) insert a subparagraph "(a)" to read:
  - (a) By Amendment No. 3 the term of this Agreement is extended from July 1, 2017 to June 30, 2018 and the Contractor's

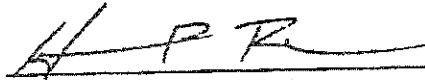
compensation is increased by \$100,000. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$265,000.00, inclusive of NM grt.

4. Paragraph 4 (Effective Date and Term, a subparagraph (a) inserted to read:


(a) By Amendment No. 3, the term of this Agreement is extended from July 1, 2017 to June 30, 2018.

5. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 shall remain in full force and effect.

**SANTA FE COUNTY**

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


**ATTESTATION:**

  
Geraldine Salazar  
Santa Fe County Clerk

5-15-2017  
Date




Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney

4/12/17  
Date

Finance Department:

  
Don D. Moya  
Finance Director

4-12-17  
Date

**CONTRACTOR**

  
(Signature)

5-1-17  
Date

Rex Davidson, Exec. Director  
(print name and title)



**AMENDMENT NO. 2  
TO AGREEMENT BETWEEN SANTA FE COUNTY AND  
LAS CUMBRES COMMUNITY SERVICES**

This Amendment is entered into this 8th day of December, 2016, by and between Santa Fe County, (hereinafter the "County"), a New Mexico political subdivision of the state of New Mexico, and Las Cumbres Community Services, 805 Early Street, Suite B-1-2, Santa Fe New Mexico 87505 (hereinafter "Contractor").

**WHEREAS**, pursuant to Agreement No. 2015-0229B-CSD/MM (Agreement) dated May 14, 2015, the Contractor implemented a Low Birth Weight Prevention Initiative Program in Santa Fe County; and

**WHEREAS**, according to Section 15, the Agreement may be amended by an instrument in writing approved by the parties; and

**WHEREAS**, according to Section 15 (No Oral Modifications; Written Amendments Required) of the Agreement, amendments to the Agreement are required to be in writing and signed by the parties; and

**WHEREAS**, by Amendment No. 1 the Agreement was amended to extend the term to May 14, 2017 and increase the compensation payable to the Contractor by \$65,000 for a not-to-exceed sum of \$130,000; and

**WHEREAS**, by this Amendment No. 2 the parties wish to amend the Agreement to increase the Contractor's Scope of Services, extend the term of the Agreement to June 30, 2017 to align the term with the County's fiscal year, and increase by \$35,000 the compensation payable to the Contractor.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

I. Articles 1 (Scope of Work), 2 (Compensation, Invoicing and Set-Off), and 4 (Effective Date and Term) of the Agreement are deleted in their entirety and replaced with the following:

**1. SCOPE OF WORK**

The Contractor shall:

1. Deliver evidence-based programming and services shown to prevent low birth weight by reducing risk behaviors and factors by bolstering protective factors for accessing prenatal care and resolving risk behaviors;
2. Provide accompanying public awareness and outreach targeting populations and communities at risk for low birth weight and connecting at-risk women with prenatal programs in Santa Fe County;

3. Provide experienced, qualified, and trained personnel to implement culturally competent programming, public awareness and outreach;
4. Engage in formative evaluation from the outset of the program to contribute to filling data gaps and determining baseline data on who is not accessing prenatal care in the first trimester and why, who is receiving prenatal care but still delivering low birth weight babies, and how best to tailor the program to reach and affect target population(s). Continually evaluate program effectiveness. Conduct outcome evaluation to determine the program's impact on low birth weight in the target population.

**Deliverables:**

1. A timeline detailing activities of the program, to be submitted for approval to the Community Services Department 30 days of contract effective date.
2. A detailed monthly status report for all the activities listed in Section 3 (Compensation, Invoicing and Set-Off,) Paragraph A, subparagraph 1.
3. An annual report including a year-end summary of all the activity listed in Section 3.A.1 to be submitted within 30 days of the expiration of the initial term of this Agreement. The annual report shall include a comparison of birth weight outcomes for children born to families served in the contract period with a baseline of birth weight outcomes of Las Cumbres clients in the previous year.

**3. COMPENSATION, INVOICING, AND SET-OFF**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1. For services provided from May 14, 2015 to May 14, 2016, Contractor will invoice the County monthly for a sum not-to-exceed \$5,416.67. The monthly invoices shall include a detailed status report for all activities of Contractor's Low Birth Weight Prevention Program including the following:
  - Outreach activities by type, date, and venue,
  - Education activities by type, date, and venue,
  - The number of clients served by this funding, including how many pregnant mothers were served,
  - The number of referrals by type and to whom,
  - Demographics on the pregnant mothers served, including the birth weights of previous children and current risk factors for low birth weight,
  - The type of services provided to individual families,
  - The birth weights of infants born to families served by Contractor's Program,

- The impact of services on individual families, related in narrative form,
  - The number of people served who meet the eligibility requirements for the Santa Fe County Health Care Assistance program,
  - The number of people served where services were paid through Medicaid,
  - The number of people served from other payor sources.
2. The total compensation payable to the Contractor for the term of May 14, 2015 to May 14, 2016 shall not exceed \$65,000.00, inclusive of NM GRT.
- a. Of the \$65,000.00, a sum not-to-exceed \$52,000.00 shall be available to reimburse Contractor for services provided to clients who met the eligibility criteria of the Health Care Assistance program authorized by Santa Fe County Resolution 2014-47. Of the \$65,000.00, a sum not-to-exceed \$13,000.00 may be available to reimburse Contractor for services provided to clients who do not meet the eligibility criteria of the Healthcare Assistance Program.
3. By Amendment No. 1 extending the term of this Agreement from May 14, 2016 to May 14, 2017, the total compensation payable to the Contractor for this term shall not exceed \$65,000.00 inclusive of NM GRT. Of the \$65,000.00, a sum not-to-exceed \$52,000.00 shall be available to reimburse Contractor for services provided to clients who met the eligibility criteria of the Health Care Assistance program authorized by Santa Fe County Resolution 2014-47. Of the \$65,000.00, a sum not-to-exceed \$13,000.00 may be available to reimburse Contractor for services provided to clients who do not meet the eligibility criteria of the Healthcare Assistance Program. The total amount payable to the Contractor under the term of this Agreement shall not exceed \$130,000.00, inclusive of NM GRT.
4. Pursuant to Amendment No. 2, for services provided from December 1, 2016 to June 30, 2017, Contractor will invoice the County monthly for a sum not-to-exceed \$8,333.33. The monthly invoices shall include a detailed status report for all activities listed in Paragraph 1 (Scope of Work and Deliverables) above, and shall include the following Additional Services and Additional Deliverables:

#### Additional Scope of Work

- a) Partner with Santa Fe County to identify gaps in health and social services and to align with other health and social service providers via standardized screening, tracking, and referral processes,
- b) Participate in County-led efforts to plan, identify and adopt shared information technology solutions for more effective and standardized patient navigation,
- c) Screen at-risk pregnant clients and navigate them to prenatal care and behavioral health services including those that resolve the social

- determinants of health such as barriers to housing, transportation, home energy needs, food security, and freedom from interpersonal violence,
- d) Develop policies designed to assist clients resolve risks and address risk behaviors for low birth weight related to the social determinants of health. Upon review and approval of these policies by the Community Services Department, a portion of this funding may be used for transportation, housing, food and behavioral health services,
  - e) Participate with the Santa Fe County Community Services Department in exploring long-term, sustainable services for women at risk for low birth weight, including Medicaid-reimbursable services.

**Additional Deliverables:**

- a) Participation with the County and other health and social service providers, in a County-led data collection process to help track and address social determinants of health and the outcomes of navigation services and activities.
  - b) Continued collaborative engagement with the County to address social determinants of health and specifically to help reduce the overall number and percentage of low birth weight newborns.
  - c) Engagement of at least 25 at-risk pregnant women in six months of services designed to prevent low birth weight newborns.
  - d) Follow-up on referrals for at least three months to assure individuals have received or are receiving necessary services or if not, why not.
  - e) In collaboration with the County and other Santa Fe County providers and practitioners, reduce the overall rate of low birth weight newborns in Santa Fe County.
5. Pursuant to Amendment No. 2 that extends the term of this Agreement to June 30, 2017, the total compensation payable on a reimbursement basis to the Contractor for performance of all Scope of Services and Deliverables provided during the term of December 1, 2016 to June 30, 2017, shall not exceed \$58,333.28, inclusive of NM GRT. No reimbursement will be made to Contractor for any services provided to clients who do not meet the eligibility criteria of the Healthcare Assistance Program.
6. Of the \$58,333.28.00 sum, the Contractor may invoice up to \$13,000.00 for reimbursement of Contractor for providing resources to mitigate risks, and otherwise non-reimbursable social services for medically indigent Santa Fe County residents without which their social determinants of health would not be met, or services provided would not be effective; in all cases, *no funds shall be issued directly to Contractor's clients* and County funds paid pursuant to this Agreement may only be utilized by the Contractor after all other sources of revenue have been sought and exhausted.

7. Value-Based Purchasing. A sum not-to-exceed \$10,000.00 shall be available to Contractor as a value-based purchasing incentive. The Contractor must show that by working in collaboration with the County and other Santa Fe County health providers and practitioners contributing to the reduction of low birth weight newborns, it has helped reduce the overall rate of low birth weight newborns in Santa Fe County. This measurement will be performed on a quarterly basis with data from the New Mexico birth certificate database of the Bureau of Vital Records and Health Statistics Bureau of the New Mexico Department of Health. The comparison will be on the available data of each calendar quarter compared with the available data for the previous calendar year. The comparison will be the percentage of infants born in single births weighing less than 2,500 grams and the percentage of infants born in single births weighing 2,500 grams or more.
8. The sum of \$165,000.00 for the term of this Agreement is a maximum and not a guarantee that the services provided by Contractor will equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without reimbursement when the not-to-exceed sum is reached. The County will notify Contractor when reimbursements to the Contractor reach the not-to-exceed sum. In no event will the Contractor be reimbursed or compensated for services provided in excess of the not-to-exceed sum without this Agreement being amended.

B. In the event the Contractor breaches this Agreement, the County may without penalty, withhold any payment due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

C. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

II. Article 4 (Effective Date and Term) is deleted in its entirety and replaced with the following:

#### 4. EFFECTIVE DATE AND TERM.

This Agreement is effective upon the last date of signature by the parties and the initial term shall be one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). Pursuant to Amendment No. 1 the term is extended from May 14, 2016 to May 14, 2017. By Amendment No. 2, the term of this Agreement is extended from May 14, 2016 to June 30, 2017. The County has the option to extend the term of this Agreement for a period not-to-exceed May 14, 2019. The County may exercise this option by providing written notice to the Contractor that the term will be extended. The notice must be submitted to the Contractor at least 60 days prior to the expiration of the term of the Agreement.

III. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

SANTA FE COUNTY

\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
*Gregory S. Shaffer*  
Gregory S. Shaffer  
Santa Fe County Attorney

\_\_\_\_\_  
11-23-16

\_\_\_\_\_  
Date

Finance Department:

\_\_\_\_\_  
*Don D. Moya*  
Don D. Moya  
Interim Finance Director

\_\_\_\_\_  
11-23-16

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(print name and title)

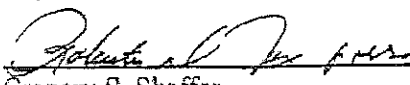
III. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

SANTA FE COUNTY

*SF*   
Katherine Miller  
Santa Fe County Manager

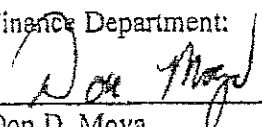
12.2.16  
Date

Approved as to form:

  
Gregory S. Shaffer  
Santa Fe County Attorney


11-23-16  
Date

Finance Department:

  
Don D. Moya  
Interim Finance Director

11-23-16  
Date

CONTRACTOR

  
(Signature)  
Rex Davidson  
(print name and title)

12/6/16  
Date





**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SANTA FE COUNTY AND LAS CUMBRES**

**THIS AMENDMENT** is made and entered into as of this 27<sup>th</sup> day of April, 2016 by and between Santa Fe County, hereinafter referred to as the "County", a New Mexico political subdivision, and Las Cumbres, hereafter referred to as the "Contractor".

**WHEREAS**, the County and Contractor entered into Agreement No. 2015-0229B-CSD/MM on May 14, 2015 (Agreement); and

**WHEREAS**, according to Paragraph 15 (No Oral Modifications, Written Amendments Required), of the Agreement, the parties may amend the Agreement by an instrument in writing signed by the parties; and

**WHEREAS**, by this Amendment No. 1 the County wishes to extend the term of the Agreement and increase the Contractor's compensation by \$65,000.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties hereto mutually agree as follows:

1. Paragraph 3.A.2) (COMPENSATION, INVOICING, AND SET-OFF) of the Agreement is amended by inserting subparagraph "b" to read:

b) By Amendment No. 1 the term of this Agreement is extended from May 14, 2016 to May 14, 2017. For this term the Contractor's compensation is increased by sixty five thousand dollars (\$65,000). Of the \$65,000 in compensation, a sum not to exceed fifty two thousand dollars (\$52,000) shall be available to reimburse Contractor for services provided to clients who meet the criteria of the Santa Fe County Health Care Assistance Program (Santa Fe County Resolution 2014-47). Of the \$65,000, a sum not to exceed thirteen thousand dollars (\$13,000) shall be available to reimburse Contractor for services provided to clients who do not meet the eligibility criteria for the Healthcare Assistance Program. The total amount payable to the Contractor under this Agreement as amended, shall not exceed one hundred thirty thousand dollars (\$130,000) inclusive of New Mexico gross receipts tax.

2. Article 4. "EFFECTIVE DATE AND TERM" a new subparagraph "A" is inserted to read as follows:

A. By Amendment No. 1, the term of this Agreement is extended from May 14, 2016 to May 14, 2017, unless earlier terminated pursuant to Section 5 (Termination) or 6 (Appropriations) of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY

Katherine Miller  
Katherine Miller  
Santa Fe County Manager

4.29.16  
Date

Approved as to form

Gregory S. Shaffer  
Gregory S. Shaffer  
Santa Fe County Attorney

4/25/16  
Date

Finance Department

Carole H. Jaramillo  
Carole H. Jaramillo  
Finance Director

4/26/16  
Date

CONTRACTOR

By [Signature]  
(signature)

4-28-16  
Date

Rex Davidson, Exec. Director  
Print name and title

**PROFESSIONAL SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND LAS CUMBRES COMMUNITY SERVICES  
TO IMPLEMENT LOW BIRTH WEIGHT PREVENTION INITIATIVE PROGRAM**

**THIS AGREEMENT** is made and entered into this 14<sup>th</sup> day of May 2015, by and between **Santa Fe County**, hereinafter referred to as the "County" and **Las Cumbres Community Services**, whose principal place of business is located at 805 Early Street, Suite B-102, Santa Fe, New Mexico 87505, hereinafter referred to as the "Contractor".

**WHEREAS**, the Santa Fe County Community Services Department, is requesting the implementation of a Low Birth Weight Prevention Initiative Program; and

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal Request for Proposals (RFP) No. 2015-0229-CSD/MM for the provision implementing a Low Birth Weight Prevention Initiative Program; and

**WHEREAS**, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified offeror, the County has determined the Contractor to be responsive and qualified to perform the work as stated within; and

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF WORK**

The Contractor shall:

1. Deliver evidence-based programming and services shown to prevent low birth weight by reducing risk behaviors and factors and bolstering protective factors for accessing prenatal care and resolving risk behaviors;
2. Provide accompanying public awareness and outreach targeting populations and communities at risk for low birth weight and connecting at-risk women with prenatal programs in Santa Fe County;
3. Provide experienced, qualified, and trained personnel to implement culturally competent programming, public awareness, and outreach;
4. Engage in formative evaluation from the outset of the program to contribute to filling data gaps and determining baseline data on who is not accessing prenatal care in the first trimester and why, who is receiving prenatal care but still delivering low birth weight babies, and how best to tailor the program to reach and affect target population(s). Continually evaluate program effectiveness. Conduct outcome evaluation to determine the program's impact on low birth weight in the target population.

**Deliverables:**

1. A timeline detailing activities of the program, to be submitted for approval to Community Services Department within (30) thirty days of contract effective date.
2. A detailed monthly status report for all the activity of the Low Birth Weight Prevention program as indicated in Section 3, (Compensation, Invoicing, and Set-Off,) Paragraph A subparagraph 1.
3. An annual report including a year-end summary of all the activity listed in Section 3, (Compensation, Invoicing, and Set-Off,) Paragraph A subparagraph 1 to be submitted within (30) thirty days of contract expiration. The annual report shall include a comparison of birth weight outcomes for children born to families served in the contract period with a baseline of birth weight outcomes of Las Cumbres clients in the previous year.

**2. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

**3. COMPENSATION, INVOICING AND SET-OFF**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) For services provided in conformity with this Agreement, Contractor will invoice the County monthly for a sum not to exceed **five thousand four hundred sixteen dollars and sixty-seven cents (\$5,416.67)** over a twelve (12) month period (a 1/12<sup>th</sup> drawdown over the term of this Agreement). Invoices shall include a monthly detailed status report for all activity of the Low Birth Weight Prevention program to include the following:
  - outreach activities by type, date, and venue,
  - education activities by type, date and venue,
  - the number of clients served by this funding, including how many pregnant mothers were served,
  - the number of referrals by type and to whom,

- demographics on the pregnant mothers served, including the birth weights of previous children and current risk factors for low birth weight,
  - the type of services provided to individual families,
  - the birth weights of infants born to families served by the program,
  - the impact of services on individual families, related in narrative form,
  - the number of people served who meet the eligibility requirements for the Santa Fe County Health Care Assistance program,
  - the number of people served where services were paid through Medicaid,
  - the number of people served from other payor sources.
- 2) The total amount of compensation payable to the Contractor over the initial term of this Agreement **shall not exceed sixty five thousand dollars (\$65,000)**, inclusive of NM GRT.
- a. Of the total compensation, a sum not to exceed **fifty two thousand dollars (\$52,000)** shall be available to reimburse Contractor for services provided to clients who met the criteria of the Health Care Assistance Program authorized by Santa Fe County Resolution 2014-47. A sum not to exceed **thirteen thousand dollars (\$13,000)** may be available to reimburse Contractor for services provided to clients who do not meet the eligibility criteria for the Santa Fe County Healthcare Assistance Program.
- 3) The sum of sixty five thousand dollars (\$65,000) for the initial term of this Agreement is a maximum and not a guarantee that the services to be provided by the Contractor under this Agreement will equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without reimbursement when the not to exceed sum is reached. The County will notify the Contractor when the payable reimbursements to the Contractor reach the not to exceed sum. In no event will the Contractor be reimbursed or compensated for services provided in excess of the not to exceed sum without this Agreement being amended.

B. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

C. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for three (3) additional years in one (1) year increments. In no event, shall this contract exceed four (4) years. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the term of the Agreement.

#### 5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intends to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

#### 6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

## **11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

## **12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**16. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**17. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the



grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

## **19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

## **20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## **21. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's

performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **22. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **23. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To the Contractor: Las Cumbres Community Services  
805 Early Street, Suite B-102  
Santa Fe, NM 87505

## **24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## **25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

## **26. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

## **27. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

## **28. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

## **29. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

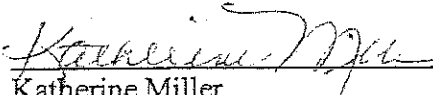
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**31. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

**SANTA FE COUNTY**

  
Katherine Miller  
Santa Fe County Manager

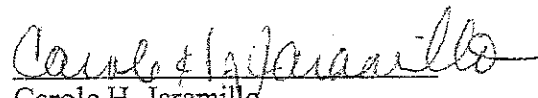
5-19-15  
Date

**APPROVED AS TO FORM**

  
Gregory S. Shaffer  
Santa Fe County Attorney

5-4-15  
Date

**FINANCE DEPARTMENT**

  
Carole H. Jaramillo  
Santa Fe County Finance Director

5/4/15  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

Katherine Miller  
Santa Fe County Manager

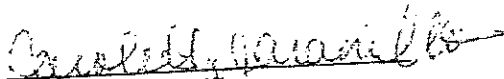
Date

APPROVED AS TO FORM

  
Gregory S. Shaffer  
Santa Fe County Attorney

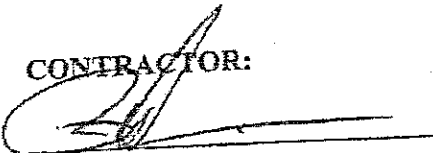
5-4-15  
Date

FINANCE DEPARTMENT

  
Carole H. Jaramillo  
Santa Fe County Finance Director

5/4/15  
Date

CONTRACTOR:

  
(Signature)

5-6-15  
Date

Rex Davidson  
(Print Name)

Executive Director  
(Print Title)



