

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
LA FAMILIA MEDICAL SERVICES**

THIS AGREEMENT is made and entered into this 30 day of AUGUST 2022, by and between **SANTA FE COUNTY**, hereinafter the "County" and **LA FAMILIA MEDICAL CENTER**, 1035 Alto Street, Santa Fe, New Mexico 87501, hereinafter the "Contractor".

WHEREAS, the Community Services Department is requesting primary care and navigation services for uninsured and underinsured individuals through participation in the County's CONNECT network; and

WHEREAS, in accordance with NMSA 1978 13-1-98.1 (B) (Hospital and health care exemption), the Procurement Manager has determined that these particular services are exempt from the Procurement Code; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree:

1. CONTRACTOR'S SCOPE OF SERVICES

Contractor will provide primary care services (medical, prenatal, and dental) and/or navigation services to a minimum of 1,392 Health Care Assistance Program (HCAP)-eligible patients who are uninsured or underinsured annually. The Services shall include:

1. Primary care services (medical, prenatal, and dental) and/or navigation services to a minimum of 1,392 Health Care Assistance Program (HCAP)-eligible patients who are uninsured or underinsured with a target of 725 HCAP-eligible patients for primary care services and 667 HCAP-eligible patients with navigation services annually. Navigators should be experienced, qualified and engaged in continued educational opportunities on an annual basis to increase professional qualifications.
2. Screen for demographics and social needs of patients using categories and the screening tool described in Appendix A.
3. Assess clients' social determinants of health, including safe and secure housing, nutritional food, reliable utilities and transportation and access to health insurance.
4. Provide navigation to La Familia Medical Center patients, including assisting individuals to access immediate needs related to shelter, medical services, benefits enrollment, food, clothing, hygiene, and referral to services to meet longer term needs (job skills training and placement, literacy and life skills, legal support and advocacy), using the screening tool, Unite Us platform, and other coordinated entry systems.
5. Assure navigator participation in facilitated trainings offered by the County's Community Services Department ("CSD").
6. Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that documents cross-agency collaboration.

7. Develop a primary navigation plan with the individual or ensure a warm hand-off to a CONNECT partner agency navigator who will do so. The navigation plan will set appropriate goals, such as: addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation; education and literacy; prevention care and treatment; chronic disease management; and effective social and community referrals.
8. Identify community and social resources tailored to the individual's needs and develop/facilitate a network team to address priorities of the navigation plan, develop sustainable relationships with community resources, provide and document a warm hand-off. Referrals will be complete if a sustained relationship has been verified by the individual service provides and documented by the navigator.
9. Use the Unite Us platform to provide CSD with quarterly data on the social determinants of health, demographics, and ER and jail utilization of clients served.
10. Use the Unite Us platform to participate in data sharing with other community and social organizations on activities related to navigation plans after obtaining client consent and participate in negotiating agreements with community partners.
11. Share aggregate and non-medical client data with other County funded partners and CSD.
12. Use Share NM, post the organization's community education, outreach and training events on a community calendar, and register and update organization information as needed.
13. Assure that all employees receive training on the Health Insurance Portability and Accountability of 1996 (HIPAA) standards, P.L. 104-191, and the HIPAA Privacy Rule, 45 CFR Part 160, 162, and 164, and strictly adhere to all HIPAA requirements and policies.
14. Adhere to Flexible Fund protocols developed and provided by the County to serve as a payer of last resort for one-time expenses related to social determinants of health.
15. Ensure clients served meet the eligibility for the Santa Fe County Health Care Assistance Program as defined by Santa Fe County Resolution No. 2014-47.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services) 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 Services 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 written amendments 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) The total compensation payable to the Contractor for the term of this Agreement shall not exceed **\$746,050.00 inclusive** of NM GRT. Contractor shall submit the requests for reimbursement on a quarterly basis. No funds under this Agreement shall be issued directly to Contractor's clients. Funds

under this Agreement may be utilized by the Contractor after all other resources of revenue have been sought and exhausted.

- B. Of the \$746,050.00, the sum of \$706,036.32 shall be available to compensate Contractor for care services provided annually for HCAP-eligible patients. Contractor shall strive to serve a minimum of 1,392 patients with 725 patients served with primary care (medical, prenatal, and dental), and 667 patients served with navigation.

- 1) Contractor will submit itemized data and invoices using the following formula:
 - a) Number of new HCAP eligible patients served X \$507.21 per patient.
 - b) Amount of funds spent from the Flexible Fund (see below) including number of individuals served and categories used.
- 2) Contractor will submit itemized data of the type of service and people served for the purposes of reconciliation and recalculation using the following:

Type of Care	Rate	Average visits/yr	People served this quarter	Target People to be Served annually	Actual visits per year
Complex Chronic	\$ 150.00	4.2		225	
Dental	\$ 200.00	2.8		300	
Prenatal	\$ 150.00	10		200	
Navigation Services:					
Healthcare for Homeless	\$ 75.00	2		150	
MAT	\$ 75.00	2		200	
Prenatal	\$ 75.00	2		150	
Dental	\$ 75.00	1		50	
Medical-Other	\$ 75.00	2		117	

- 3) Of the \$746,050.00, the sum of sum \$10,000.00 shall be available to compensate, on a reimbursement basis, Contractor for costs relating to providing Durable Medical Equipment ("DME") for HCAP-eligible patients for a maximum of three months per patient per year.
- 4) Of the \$746,050.00, the sum of \$30,000.00 shall be available to reimburse Contractor for expenses incurred from the Flexible Fund in accordance with the protocols in Attachment A.

- 5) The County shall:

- a) Provide Contractor with a login to the Unite Us platform for its designated case manager/navigator or assigned staff.
- b) Provide training and on-going technical assistance on the use of the Unite Us platform.

- c) Reimburse Contractor for the Services and DME costs as provided in 3.B 1) through 4) above.

- C. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.
- D. Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of 1.5% per month until the amount due is paid in full.
- E. 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.
- F. 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 of last signature by the parties hereto and shall terminate one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one-year increments, not to exceed four years in total.

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 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 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 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 intended 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 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable services, 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 services 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

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.

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 Services) 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 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. 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 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 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 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 County shall approve or disapprove any legal counsel retained by Contractor to defend any demand, suit, or cause of action in which the County is named. Approval will not be unreasonably withheld. Contractor agrees: (i) that the County will participate in and retains the right to control the defense of any such demand, suit, or cause of action concerning any matters that relate to the County, and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If in County's judgment, a conflict exists between the interests of County and Contractor such demand, suit, or cause of action, County may retain its own counsel.

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 Community Services Department
Attn: Jennifer N. Romero, Health Care Assistance Administrator
100 Catron Street
PO Box 276
Santa Fe, NM 87501

To the Contractor: La Familia Medical Center
Attention: Jay Jolly
1035 Alto Street
Santa Fe, New Mexico 87501

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 New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE or ELECTRONIC SIGNATURE

The parties hereto agree that a facsimile or electronic 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 \$1,050,000.00 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. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Professional Liability Insurance. The Contractor shall procure and maintain during the life of this Agreement a Professional Liability Insurance.

E. 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), 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

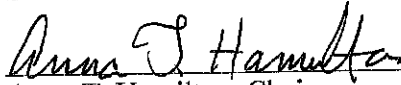
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. SURVIVAL

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

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

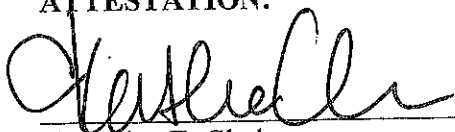
SANTA FE COUNTY



Anna T. Hamilton, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:



Katharine E. Clarke
Santa Fe County Clerk

09/07/2022
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

August 9, 2022
Date

Finance Division:


Yvonne S. Herrera
Finance Director

8/11/2022
Date

CONTRACTOR:


(Signature)

8/24/2022
Date

JAY P. JOLLY, FACHE - CHIEF EXECUTIVE OFFICER
(Print name and title)

Appendix A

Demographics:

- Gender
- Annual Income
- Number in Family
- Education level
- Primary language
- Behavioral Health Needs (Y, N)
- Screening, Brief Intervention and Referral to Treatment (SBIRT) Screen (Y, N)
- Health Insurance Type
- Number of ER Visits
- Number of times incarcerated in one year

AHC SCREENING TOOL

Housing Instability

1. What is your housing situation today?

- ☐ I do not have housing (I am staying with others, in a hotel, in a shelter, living outside on the street, on a beach, in a car, abandoned building, bus or train station, or in a park)
- ☐ I have housing today, but I am worried about losing housing in the future.
- ☐ I have housing

2. Think about the place you live. Do you have problems with any of the following? (check all that apply)

- ☐ Bug infestation
- ☐ Mold
- ☐ Lead paint or pipes
- ☐ Inadequate heat
- ☐ Oven or stove not working
- ☐ No or not working smoke detectors
- ☐ Water leaks
- ☐ None of the above

Food Insecurity

3. Within the past 12 months, you worried that your food would run out before you got money to buy more.

- ☐ Often true
- ☐ Sometimes true
- ☐ Never true

4. Within the past 12 months, the food you bought just didn't last and you didn't have money to get more.

- ☐ Often true
- ☐ Sometimes true
- ☐ Never true

Transportation Needs

5. In the past 12 months, has lack of transportation kept you from medical appointments, meetings, work or from getting things needed for daily living? (Check all that apply)

- ☐ Yes, it has kept me from medical appointments or getting medications
- ☐ Yes, it has kept me from non-medical meetings, appointments, work, or getting things that I need
- ☐ No

Utility Needs

6. In the past 12 months has the electric, gas, oil, or water company threatened to shut off services in your home?

- ☐ Yes
- ☐ No
- ☐ Already shut off

Interpersonal Safety

7. How often does anyone, including family, physically hurt you?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

8. How often does anyone, including family, insult or talk down to you?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

9. How often does anyone, including family, threaten you with harm?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)
- ☐ Fairly often (4)
- ☐ Frequently (5)

10. How often does anyone, including family, scream or curse at you?

- ☐ Never (1)
- ☐ Rarely (2)
- ☐ Sometimes (3)

☐ Fairly often (4)

☐ Frequently (5)

A value greater than 10 when the numerical values for answers to questions 7-10 are summed indicates a positive screen for interpersonal safety.

If a positive screen for any of the above questions, ask the individual if they would like navigation assistance for the unmet need (s). If yes, assign an ID and, refer to Primary Navigator and develop a Navigation Plan.

