PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY
AND MIKAHLA BEUTLER, LLC

THIS AGREEMENT is entered into this 12th day of November 2026, between Santa Fe County, a political subdivision of the state of New Mexico (the "County"), and Mikahla Beutler, LLC, 1421 Louisa Street Santa Fe, New Mexico 87505 (the "Contractor").

WHEREAS, the County sought competitive sealed proposals from qualified offerors to provide clinical guidance for navigators within the County's CONNECT Network, as well as interdisciplinary team development and meeting facilitation in accordance with the Accountable Health Community (AHC) standard of care; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, the County issued Request for Proposal (RFP) No. 2027-0081-CSD/BM to procure these services; and

WHEREAS, the based upon the evaluation criteria in the RFP for selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

WHEREAS, the Procurement Manager determines that pursuant to Section 50(A) of the Santa Fe County Purchasing Regulation (Multi-term contracts, Determination prior to use), that the estimated requirements cover the period of the contract, and are reasonably firm and continuing, and that the term will serve the best interest of the County; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services.

NOW THEREFORE, the parties agree as follows:

1. CONTRACTOR'S SERVICES
    a) Provide clinical guidance for navigators within CONNECT as well as interdisciplinary team development and meeting facilitation.
    b) Develop and implement a plan with framework to promote trauma informed care, client engagement, person-centered planning and create and maintain professional boundaries within the navigation educational and meeting series.
    c) Provide clinical guidance and professional development activities that would be added to the structure of six navigation meetings.
    d) Model and mentor navigators to the AHC standard of care,
    e) Provide clinical guidance and meeting facilitation a minimum of 50 hours per quarter and 200 hours annually.
        i. 12 hours of new Navigator orientations on an annual basis.
        ii. 12 hours of bilingual affinity groups on an annual basis.
        iii. Monthly 1-hour Navigator meetings for a total of 12 meetings annually.
        iv. 36 hours of County/ City HUB guidance.
        v. 96 hours dedicated to the Continuing Education series annually.
        vi. 16 hours dedicated to agency training and responses annually.

vii. 16 hours of individual Navigator guidance.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in section 1 (Contractor's Services) will be completed to the County's satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

A. The total compensation payable to the Contractor for the four-year term of this Agreement will not exceed **$90,000.00,** *inclusive* of NM GRT (or $22,500.00 per fiscal year). The Contractor's compensation will be based on the rates stated in **Attachment A** (Contractor's fee schedule).

B. The Contractor must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make payment until the County issues a written certification accepting the services.

1) The County's representative for certification of acceptance or rejection of contractual items and services is **Coy Maienza, Community Services Department, cmaienza@santafecountynm.gov, 505-992-9842**, or other individual as may be designated by the County.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

A. This Agreement will become effective on the date of last signature by the parties and will terminate four years from that date, unless earlier terminated under section 5 (Termination) or 6

(Appropriations and Authorizations). The parties may agree to extend the term by written amendment. In no event will the term of this Agreement exceed four years in total.

B. This Agreement is a multi-term contract under Section 50 of the Santa Fe Purchasing Regulations, and NMSA 1978, Section 13-1-150 (Multi-term contracts, specified period). Pursuant to Section 50(D) of the Purchasing Regulations, and NMSA 1978, Section 13-1-152 (Multi-term contracts; cancellation due to unavailability for funds), if funds are not appropriated or otherwise made available to support compensation payable to the Contractor this Agreement will be cancelled.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, 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 terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees.

Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Contractor's Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY OF COUNTY INFORMATION; CONFIDENTIALITY OF CONTRACTOR'S RECORDS OR INFORMATION; INDEMNITY

Any information that is confidential to the County and that may be provided to, or developed by the Contractor for the County as part of the Contractor's services under this Agreement, will be kept confidential and will not be made available to any individual or organization by the Contractor without the prior written approval of the County.

Contractor acknowledges that the County may be required to disclose certain of the Contractor's information or records that the Contractor's considers to be confidential under the New Mexico Inspection of Public Records Act, NMSA 1978, §14-2-1 ("IPRA"). If the County receives an IPRA request for information that the Contractor has designated as confidential, the County will notify the Contractor. The Contractor must respond within ten calendar days stating whether it contends that the records or information is exempt from disclosure, the legal basis for that position, and an affidavit supporting its contention. A designation of "confidential", "proprietary", or "trade secret" by the Contractor is not binding on the County, and the County may not withhold records solely because the Contractor labels them as such. The County reserves the right to require the Contractor to obtain judicial relief declaring the designated materials confidential and prohibiting disclosure.

If the Contractor fails to timely substantiate its claims of confidentiality, the County may proceed with disclosure as it deems appropriate under IPRA and applicable law.

If the County denies inspection of records at the Contractor's written request, the Contractor agrees to indemnify, defend, and hold harmless Santa Fe County and its elected officials, officers, employees, and agents from any claims, damages, liabilities, costs, attorney fees, or expenses arising from that denial.

12. 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 will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

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

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not 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 that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. 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 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.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor’s performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County:	Santa Fe County Community Services Department Attn: Coy Maienza, Human Services Division Manager 240 Grant Ave P.O Box 276 Santa Fe, NM 87504-0276
The Contractor:	Mikahla Beutler, LLC Attn: Mikahla Beutler, LPCC-S, NCC 1421 Louisa Street Santa Fe, NM 87505

23. CONTRACTOR REPRESENTATIONS

The Contractor represents that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE

A. General. The Contractor must submit evidence of insurance as is required in this section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Contractor must maintain 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. Contactor's insurance must include coverage for all services and work performed for the County under this Agreement; 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 must be a named additional insured on the Contractor's policy.

C. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, the Contractor must increase the maximum limits of any insurance required under this Agreement.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

	11/12/2026
Gregory S. Shaffer Santa Fe County Manager	Date

Approved as to form:

Roberta D. Joe for W.B.	11/6/2026
Walker Boyd Santa Fe County Attorney	Date

CONTRACTOR – Mikahla Beutler, LLC

Signed by: mikahla beutler 639A98A081114C1...	11/10/2026
	Date

Attachment A

Proposed Fee Schedule
October 15th, 2026
RE: RFP No. 2027-0081-CSD/BM, Clinical Guidance/Training Services for CONNECT

Dear Mr. Martinez,

Below is my proposed fee schedule for the CONNECT Clinical Guidance position. I have not raised my service rates in the seven years I have been providing clinical guidance for the county. As my experience, expertise, and credentials have grown, I am requesting an increase in my service fees. Please let me know if you have further questions or need more information. I am open to revisiting this structure through negotiation.

Warmly,
Mikahla

Services provided (200 hrs annually)	QTR	Annual
*Bilingual provider affinity group	3 hrs	12 hrs
New Navigator Orientations	3 hrs	12 hrs
Navigator monthly meeting	3 hrs	12 hrs
County/City hub guidance	9 hrs	36 hrs
Continuing education series	24 hrs	96 hrs
Agency trainings/responses	4 hrs	16 hrs
Individual navigator guidance	4 hrs	16 hrs
Total annual hours:	50	200

Fee for services (Averaged as $150 hourly)

Hourly rate: $150.00

Includes:

- All services listed above
- Direct individual, agency, and continuing education services
- Indirect curriculum development and meeting planning
- Crisis response
- Taxes (NMGRT)

Does not include:

- Administrative fee of $100 per invoice cycle

Payment schedule:

Monthly Invoices: Date to be determined

*indicates new service