

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE ESPANOLA PATHWAYS SHELTER, INC.**

THIS AGREEMENT is made and entered into on this 29th day of June, 2022, by and between **Santa Fe County** (the "County"), a political subdivision of the state of New Mexico, and **Espanola Pathways Shelter, Inc.**, PO Box 278, Espanola, NM 87352 (the "Contractor").

WHEREAS, the Santa Fe County Community Services Department (CSD) has implemented the *Accountable Health Community Navigation Services* Initiative also known as CONNECT; and

WHEREAS, the purpose of CONNECT is to provide funding assistance to organizations who provide services to individuals or clients who are in high-risk or high-need populations due to social determinants that have influenced a person's health and well-being; and

WHEREAS, CONNECT helps residents and citizens to navigate available community services and clinical care and offers providers access to data and information to better serve the health needs of residents and clients; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-98.1 (B) ((Hospital and health care exemption), the Procurement Manager has determined that the procurement of these services to be provided by this Contractor are exempt from a competitive solicitation: and

WHEREAS, the County wishes to benefit from the Contractor's services that will help to provide increased capacity and additional resources to the CONNECT network.

NOW THEREFORE, it is agreed between the parties:

1. SCOPE OF SERVICES

A. Contractor shall:

1. Provide case manager(s)/navigator(s) to provide navigation services to individuals experiencing homelessness and prioritize those who have high utilization of the Emergency Department (ER) and/or Santa Fe County Adult Detention Facility. Contractor's designated navigator should be experienced and qualified and engage 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 Attachment A (CONNECT SDOH Screen.).
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 shelter residents, 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. Participate in the NM Coordinated Entry System (NMCES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:
 - a. Ensure that shelter intake staff is trained in completing an assessment identified by NMCEH.
 - b. Complete the assessment with all persons experiencing homelessness who present to Interfaith Community Shelter for housing services and provide the completed assessment to NMCES by either sending the assessment to NMCEH or entering it into Housing Management Information System (HMIS).
 - c. Select from the NMCES priority list to fill housing openings when appropriate.
 - d. Participate in case conferencing when intakes result in new clients who are put on the priority list.
6. Assure navigator participation in facilitated trainings offered by CSD.
7. 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.
8. 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 sets 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.
9. Identify community and social resources tailored to the individual's needs and develop and 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.
10. Using the Unite Us platform, provide CSD with quarterly data on the social determinants of health, demographics, and emergency room and jail utilization of clients.
11. Using the Unite Us platform, participate in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and participate in negotiating agreements with community partners. Share aggregate and non-medical client data with other County-funded partners and CSD.
12. Using 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 protocol developed and provided by the County to serve as a payer of last resort for one-time expenses related to social determinants of health. (Attachment B - CONNECT Navigation Protocols on Use of Flexible Funds).
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.

B. The County shall:

1. Provide Contractor with a login to the Unite Us platform for Contractors' designated case manager/navigator or assigned staff.
2. Reimburse Contractor at a rate of \$2,500.00 per individual served.
3. Reimburse Contractor for expenses made to access funds according to the Flexible Funds guidelines established in the Navigation Protocols (see Attachment B).
4. Provide training and on-going technical assistance on the use of the Unite Us platform.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Services) 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 a written amendment.

3. COMPENSATION, INVOICING, AND SET-OFF

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

1. Of the total not-to-exceed compensation of \$59,750.00, \$50,000.00 will be available to reimburse Contractor for navigation services provided to clients who met the criteria of the Santa Fe County Health Care Assistance Program (HCAP) (see Santa Fe County Resolution No. 2014-47). This is calculated based on a minimum of 40 (HCAP-eligible clients being served or provided with navigation services by the Contractor at the rate of \$2,500.00 per client.

2. Of the total not-to-exceed compensation of \$59,750.00, \$9,750.00 will be available to reimburse the Contractor solely for costs relating to addressing emergency circumstances faced by an indigent client and that are related to social determinants of health. *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. The Contractor shall submit the request for reimbursement to CSD on a quarterly basis.

3. The total not-to-exceed compensation payable to the Contractor for the term of this Agreement shall not exceed \$59,750.00, inclusive of NM GRT.

4. This amount is a maximum and not a guarantee that the services to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought.

1. The County's representative for certification of acceptance or rejection of contractual items and services shall be **Jennifer N. Romero, Health Care Assistance Administrative Program Manager, (505) 995-9526, email jnromero@santafecountynm.gov**, or such other individual as may be designated in the absence of the County representative.

2. 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 items or services.

3. Within 30 days of the issuance of a written certification accepting the contractual items or services, 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.

C. 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.

D. 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 and shall terminate two years 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 however the term shall not to exceed four years 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 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 services 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 services.

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 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 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; NON-DISCRIMINATION

A. The Contractor shall 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 activities or services 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 state district court 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 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
Community Services Department
Attn: Jennifer N. Romero, Program Manager
100 Catron Street
Santa Fe, New Mexico 87501

To the Contractor: Espanola Pathways Shelter, Inc.
Attn: Cristian Madrid-Estrada
PO Box 278
Espanola, NM 87532

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 governing agreement or purpose.

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

25. FACSIMILE and 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 \$1,000,000.00 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. 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. 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

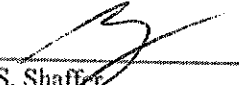
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

31. SURVIVAL

The provisions of following paragraphs shall survive termination of this 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:



Gregory S. Shaffer
Santa Fe County Manager

6/29/22
Date

Approved as to form:

Roberta D. Joe for R.A.B.
Rachel A. Brown
Interim Santa Fe County Attorney

June 24, 2022
Date

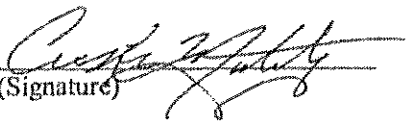
Finance Division:



Yvonne S. Herrera
Finance Director

6/27/2022
Date

CONTRACTOR - Espanola Pathways Shelter, Inc.:



(Signature)

6/28/2022
Date

Cristian Madrid-Estrada, CEO
(Print name and title)