

**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
Santa Fe County Attorney

11-23-16

Date

Finance Department:



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



Katherine Miller
Santa Fe County Manager

12.8.16
Date

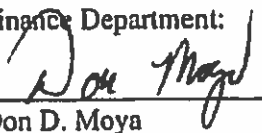
Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

11-23-16
Date

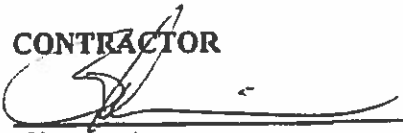
Finance Department:



Don D. Moya
Interim Finance Director

11-23-16
Date

CONTRACTOR



(Signature)
Rex Davidson

(print name and title)

12/6/16
Date

