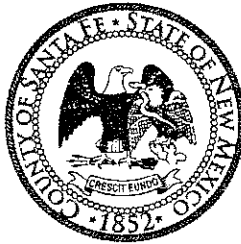


**Henry P. Roybal**  
*Commissioner, District 1*

**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*

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

**Through:** Katherine Miller, County Manager  
Patricia Boies, Health Services Division Director, Community Services Department

**From:** Kyra Ochoa, Program Manager, Health Care Assistance Program

**Date:** October 11, 2017

**Re:** Approval of County Health Care Assistance Claims in the Amount of \$16,008.62  
(Community Services Department/Kyra Ochoa)

---

**ISSUE:**

Approval of County Health Care Assistance claims in the amount of \$16,008.62

**BACKGROUND:**

The BCC has approved funding for the County Health Care Assistance Program, to fund community-based providers. The Health Care Assistance Program has processed claims this month in the amount of \$16,008.62 as indicated on the Amount Paid to Vendors document. For this amount, 35 residents were served by partnering clinics and providers.

**RECOMMENDATION:**

We recommend the approval of County Health Care Assistance claims in the amount of \$16,008.62



**Amount Paid to Vendors**  
Indigent Healthcare Solutions  
Batch Dates 10/31/17-10/31/17

<b>Vendor #</b>	<b>Name</b>	<b># Invoices</b>	<b>Payable</b>
14962	City Of Santa Fe Fire Department	1	652.90
5855	El Centro Family Health	1	53.50
138	Presbyterian Healthcare Services	1	1,793.00
142	Santa Fe Recovery Center	3	9,910.09
16159	Southwest Care Center	29	3,599.13
<b>Grand Total:</b>		<b>35</b>	<b>16,008.62</b>

Santa Fe County Health Care Assistance Fund Community-Based Providers  
Fiscal Year 2018

31-Oct-17

Provider Name	FY 18 Projected Funding	Claims Approved Through September 26, 2017	Claims Presented October 31, 2017	Remaining Balance	% Remaining
<b>Primary Care</b>					
El Centro Family Health	1,000.00	44.78	53.50	901.72	90%
La Familia Medical Center	2,500.00	1,344.88		1,155.12	46%
Pecos Valley Medical Center	1,500.00			1,500.00	100%
Presbyterian Healthcare Services	3,000.00		1,793.00	1,207.00	40%
SW Care/Women's Health Services	25,000.00		3,599.13	21,400.87	86%
<b>Total Primary Care</b>	<b>30,000.00</b>	<b>1,389.66</b>	<b>5,445.63</b>	<b>26,164.71</b>	<b>87%</b>
<b>Substance Abuse</b>					
Sangre de Cristo House	25,000.00			25,000.00	100%
Santa Fe Recovery Center	330,000.00	147,516.32	9,910.09	172,573.59	52%
<b>Total Substance Abuse</b>	<b>355,000.00</b>	<b>147,516.32</b>	<b>9,910.09</b>	<b>172,573.59</b>	<b>49%</b>
<b>Mental Health</b>					
Casa Milagro	20,000.00			20,000.00	100%
<b>Total Mental Health</b>	<b>20,000.00</b>			<b>20,000.00</b>	<b>100%</b>
<b>Ambulance</b>					
City of Santa Fe Fire	13,500.00	1,498.60	652.90	11,348.50	84%
County Fire	1,500.00			1,500.00	100%
<b>Total Ambulance</b>	<b>15,000.00</b>	<b>1,498.60</b>	<b>652.90</b>	<b>12,848.50</b>	<b>86%</b>
<b>Contingency</b>	<b>30,476.00</b>			<b>30,476.00</b>	<b>100%</b>
<b>Total Health Care Assistance</b>	<b>450,476.00</b>	<b>150,404.58</b>	<b>16,008.62</b>	<b>284,062.80</b>	<b>63%</b>
<b>Cremations (Under Separate Cover)</b>	<b>30,000.00</b>	<b>3,600.00</b>	<b>1,200.00</b>	<b>25,200.00</b>	<b>84%</b>
<b>Grand Total</b>	<b>480,476.00</b>	<b>154,004.58</b>	<b>17,208.62</b>	<b>309,262.80</b>	<b>64%</b>

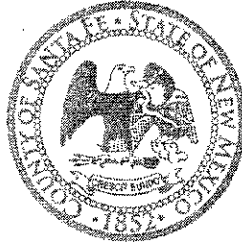




**Henry P. Roybal**  
*Commissioner, District 1*

**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:** *October 11, 2017*

**TO:** *Board of County Commissioners*

**FROM:** *Bill Taylor, Purchasing Manager*

**VIA:** *Katherine Miller, County Manager*  
*Bernadette Salazar, Director, Human Resources*

**ITEM AND ISSUE:** *BCC Meeting October 31, 2017*

**Request Approval of Amendment No. 4 to Agreement No. 2014-0252-HR/MS with Gallagher Benefit Services, Inc. to Increase Compensation in the Amount of \$79,200 (exclusive of GRT) for Health Insurance and Benefit Consulting Services and Grant Signature Authority to the County Manager to Sign the Purchase Order. (Bill Taylor, Purchasing Division)**

### **ISSUE:**

The Purchasing Division and Human Resources Division requests approval of Amendment No. 4 to Agreement No. 2014-0252-HR/MS with Gallagher Benefit Services, Inc. to increase compensation to the Contractor by \$79,200 for a not to exceed amount of \$319,850 exclusive of GRT for health insurance and benefit consulting services.

### **BACKGROUND:**

The Purchasing Division issued Request for Proposal (RFP) #2014-0252-HR/MS "Insurance and Benefit Consulting Services" on March 30, 2014. Six Firms submitted proposals but Gallagher Benefit Services, Inc. was found to be the most responsive and qualified Offerors by the evaluation committee comprised of Santa Fe County Staff members.

The Agreement were approved and signed by the County Manager on October 17, 2017 for a one year term. Amendment No. 1 extended the term of the agreement until October 17, 2016. Amendment No. 2 extended the term until October 17, 2017 and increased compensation for total agreement amount of \$240,650.00 exclusive of GRT. Amendment No. 3 extended the term of the agreement until October 17, 2018. This Amendment No. 4 will increase the compensation payable to the Contractor by \$79,200 for total not to exceed of \$319,850.00 exclusive of GRT.

**ACTION REQUESTED:**

The Purchasing Division and Corrections Department are requesting approval of Amendment No. 4 to Agreement No. 2014-0252-HR/MS with Gallagher Benefit Services, Inc. and authorize the County Manager to sign the Purchase Order.



**SANTA FE COUNTY  
AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH GALLAGHER BENEFIT SERVICES, INC.  
TO PROVIDE HEALTH INSURANCE AND BENEFITS CONSULTING SERVICES**

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

**WHEREAS**, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2014-0252-HR/MS for health insurance and benefits consulting services for the Human Resources Department; and

**WHEREAS**, on October 17, 2014 the County and Contractor entered into Agreement No. 2014-0252-HR/MS (Agreement) for the Contractor to provide health insurance and benefits consulting services; and

**WHEREAS**, Amendment No. 1 extended the term of the Agreement for one year from October 17, 2016 to October 17, 2016 and incorporated into the Agreement a provision that was inadvertently omitted from the Agreement; and

**WHEREAS**, Amendment No. 2 extended the term of the Agreement for one year from October 17, 2016 to October 17, 2017 and increased compensation payable to the Contractor by \$79,200.00 for a contract amount not to exceed \$240,650.00; and

**WHEREAS**, Amendment No. 3 extended the term of the Agreement for one year from October 17, 2017 to October 17, 2018; and

**WHEREAS**, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of the Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the County wishes to increase compensation payable to the Contractor by \$79,200.00 for a contract amount not to exceed \$319,850.00, exclusive of NM gross receipts tax; and

**WHEREAS**, both parties desire to enter into this Amendment No. 4.

**NOW THEREFORE**, both parties agree as follows.

1. ARTICLE 2. (Compensation, Invoicing and Set Off) subparagraph A.1. a new subparagraph "b" is inserted to read:
  - b. Pursuant to Amendment No. 4. to this Agreement, the compensation payable to the Contractor for the term of October 17, 2017 to October 17, 2018 shall not exceed \$79,200.00, exclusive of NM grt. The total amount payable to the Contractor under this Agreement shall not exceed \$319,850.00, exclusive of NM grt.

- 2. All other provisions of the Agreement not specifically amended or modified by Amendment No.'s 1, 2, 3 or this Amendment No. 4 shall remain in full force and effect.

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

**SANTA FE COUNTY:**

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

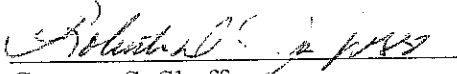
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Date

**ATTESTATION:**

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

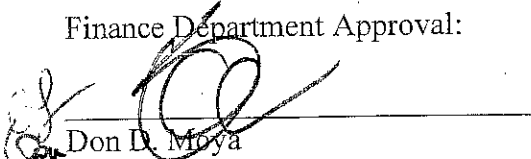
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Date

Approved as to form:

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

10-12-17  
 \_\_\_\_\_  
 Date

Finance Department Approval:

  
 \_\_\_\_\_  
 Don D. Moya  
 Santa Fe County Finance Director

10-12-17  
 \_\_\_\_\_  
 Date

**CONTRACTOR:**

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

\_\_\_\_\_  
Date

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

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

**SANTA FE COUNTY  
AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH GALLAGHER BENEFIT SERVICES, INC.  
TO PROVIDE HEALTH INSURANCE AND BENEFITS CONSULTING SERVICES**

**THIS AMENDMENT** is made and entered into this 12<sup>th</sup> day of October 2017 by and between **Santa Fe County**, hereinafter referred to as "County", a New Mexico political subdivision, and **Gallagher Benefit Services, Inc.**, hereafter referred to as "the Contractor."

**WHEREAS**, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2014-0252-HR/MS for health insurance and benefits consulting services for the Human Resources Department; and

**WHEREAS**, on October 17, 2014 the County and Contractor entered into Agreement No. 2014-0252-HR/MS for the Contractor to provide health insurance and benefits consulting services; and

**WHEREAS**, Amendment No. 1 extended the term of the Agreement for one year from October 17, 2016 to October 17, 2016 and incorporated into the Agreement a provision that was inadvertently omitted from the Agreement initially; and

**WHEREAS**, Amendment No. 2 extended the term of the Agreement for one year from October 17, 2016 to October 17, 2017 and increased compensation payable to the Contractor by \$72,000.00 for a contract amount not to exceed \$233,450.00; and

**WHEREAS**, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of Agreement No. 2014-0252-HR/MS allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the County wishes to extend the term of the Agreement to October 17, 2018; and

**WHEREAS**, both parties desire to enter into this Amendment No. 3.

**NOW THEREFORE**, both parties agree as follows.

1. **ARTICLE 3.** (Effective Date and Term) a new subparagraph "3.c" is inserted to read as follows:
  - c. By Amendment No. 3, the County notified Contractor and exercised the County's option to extend the term of this Agreement for one year from October 17, 2017 to October 17, 2018.
2. All other provisions of Agreement No. 2014-0252-HR/MS not specifically amended or modified by Amendment No. 1, Amendment No. 2 or this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 3 to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

*Katherine Miller*  
Katherine Miller  
Santa Fe County Manager

10-6-17  
Date

Approved as to form

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

10-6-17  
Date

Finance Department

*Don D. Moya*  
Don D. Moya  
Finance Department Director

10-6-17  
Date

**CONTRACTOR:**

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

\_\_\_\_\_  
Date

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

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

IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 3 to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

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

\_\_\_\_\_  
Date

Approved as to form

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

\_\_\_\_\_  
10-10-17  
Date

Finance Department

\_\_\_\_\_  
*Ed Moya*  
Don D. Moya  
Finance Department Director

\_\_\_\_\_  
10-6-17  
Date

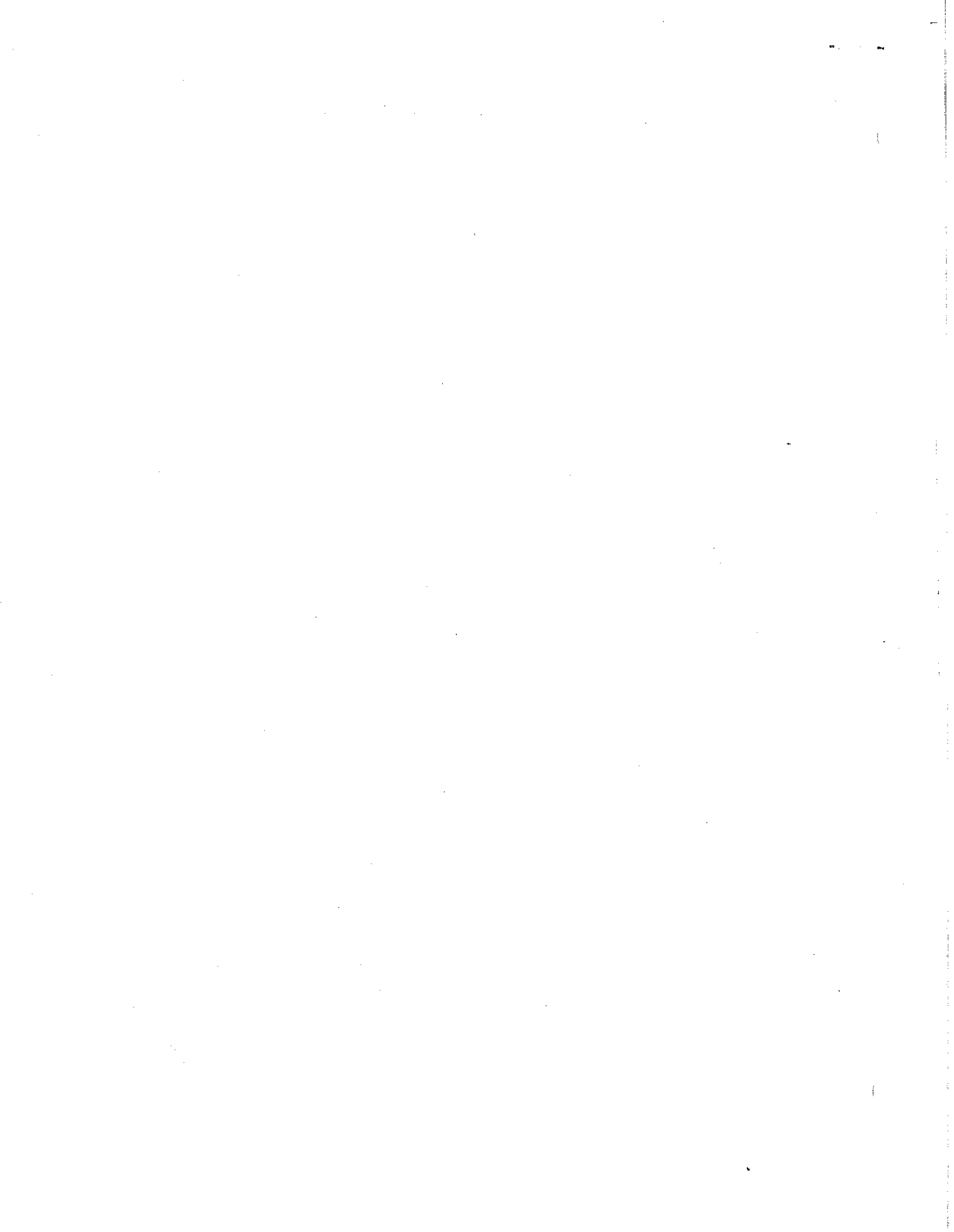
**CONTRACTOR:**

\_\_\_\_\_  
*Don R. Heilman*  
(Signature)

\_\_\_\_\_  
10/10/17  
Date

\_\_\_\_\_  
Don R. Heilman  
(Print Name)

\_\_\_\_\_  
Area Sr. V.P.  
(Print Title)



**SANTA FE COUNTY  
AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH GALLAGHER BENEFIT SERVICES, INC.  
TO PROVIDE HEALTH INSURANCE AND BENEFITS CONSULTING SERVICES**

THIS AMENDMENT is made and entered into this 7<sup>th</sup> day of October 2016 by and between Santa Fe County, hereinafter referred to as "County", a New Mexico political subdivision, and Gallagher Benefit Services, Inc., hereafter referred to as the "Contractor."

WHEREAS, in accordance with Section 13-1-112, NMSA 1978, the County issued Request for Proposal (RFP) No. 2014-0252-HR/MS for health insurance and benefits consulting services for the Human Resources Department; and

WHEREAS, on October 17, 2014 the County and Contractor entered into Agreement No. 2014-0252-HR/MS (the Agreement) for the Contractor to provide health insurance and benefits consulting services; and

WHEREAS, Article 15 (No Oral Modifications; Written Amendments Required) of Agreement allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, Amendment No. 1 to the Agreement amended the Agreement to extend the term for one year and incorporate into the Agreement a provision that was inadvertently omitted from the Agreement in 2014; and

WHEREAS, by this Amendment No. 2 the County wishes to extend the term of the Agreement to October 17, 2017, and increase the compensation payable to the Contractor for a continuation of services rendered under the Agreement; and

WHEREAS, both parties desire to enter into this Amendment No. 2.

NOW THEREFORE, both parties agree as follows.

1. Article 2 (Compensation, Invoicing, and Set-Off) is amended by inserting under A.1. a subparagraph "a." to read:


a. By Amendment No. 2, the compensation payable to the Contractor is increased by \$79,200.00, inclusive of NM grt. The total amount payable to the Contractor under this Agreement shall not exceed \$240,650.00, inclusive of NM grt.

2. Article 3 (Effective Date and Term) a new subparagraph "3.b" is inserted to read as follows:

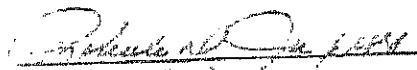
2. By Amendment No. 2, the County notified Contractor and exercised the County's option to extend the term of this Agreement for one year from October 17, 2016 to October 17, 2017.
3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

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:**

 10-7-16  
Catherine Miller Date  
Santa Fe County Manager

Approved as to form

 10-3-16  
Gregory S. Shafter Date  
Santa Fe County Attorney

Finance Department

 10/6/16  
Carole H. Jaramillo Date  
Finance Department Director

**CONTRACTOR:**

 10/5/16  
Signature Date

Jose M. Lopez  
Print Name

Area President  
Print Title



**SANTA FE COUNTY  
AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
WITH GALLAGHER BENEFIT SERVICES, INC.  
TO PROVIDE HEALTH INSURANCE AND BENEFITS CONSULTING SERVICES**

**THIS AMENDMENT** is made and entered into this 16<sup>th</sup> day of October 2015 by and between Santa Fe County, hereinafter referred to as "County", a New Mexico political subdivision, and **Gallagher Benefit Services, Inc.**, hereafter referred to as "the Contractor."

**WHEREAS**, in accordance with Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2014-0252-HR/MS for health insurance and benefits consulting services for the Human Resources Department; and

**WHEREAS**, on October 17, 2014 the County and Contractor entered into Agreement No. 2014-0252-HR/MS for the Contractor to provide health insurance and benefits consulting services; and

**WHEREAS**, Article 15, "NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED," of Agreement No. 2014-0252-HR/MS allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, the County wishes to extend the term of the Agreement to October 17, 2016, and incorporate into the Agreement a provision that was inadvertently omitted from the Agreement in 2014; and

**WHEREAS**, both parties desire to enter into this Amendment No. 1.

**NOW THEREFORE**, both parties agree as follows.

1. **ARTICLE 3. "EFFECTIVE DATE AND TERM"** a new subparagraph "3.a" is inserted to read as follows:
  - a. By Amendment No. 1, the County notified Contractor and exercised the County's option to extend the term of this Agreement for one year from October 17, 2015 to October 17, 2016.
2. **ARTICLE 21. "INDEMNIFICATION"** is amended by inserting the following sentence into subparagraph (C):

The aggregate liability under this provision of this Agreement, if any, of Contractor to the County for claimed losses or damages shall not exceed twenty million dollars (\$20,000,000.00).
3. All other provisions of Agreement No. 2014-0252-HR/MS not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

**SANTA FE COUNTY:**

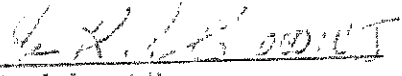
  
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

10.14.15  
Date

Approved as to form

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

Finance Department

  
\_\_\_\_\_  
Carole H. Jaramillo  
Finance Department Director

10-14-15  
Date

**CONTRACTOR:**

\_\_\_\_\_  
(signature)

Date

(Print Name)

(Print Title)

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the 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

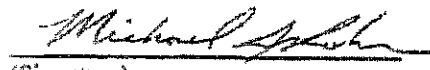
10/16/15  
Date

Finance Department

\_\_\_\_\_  
Carole H. Jaramillo  
Finance Department Director

\_\_\_\_\_  
Date

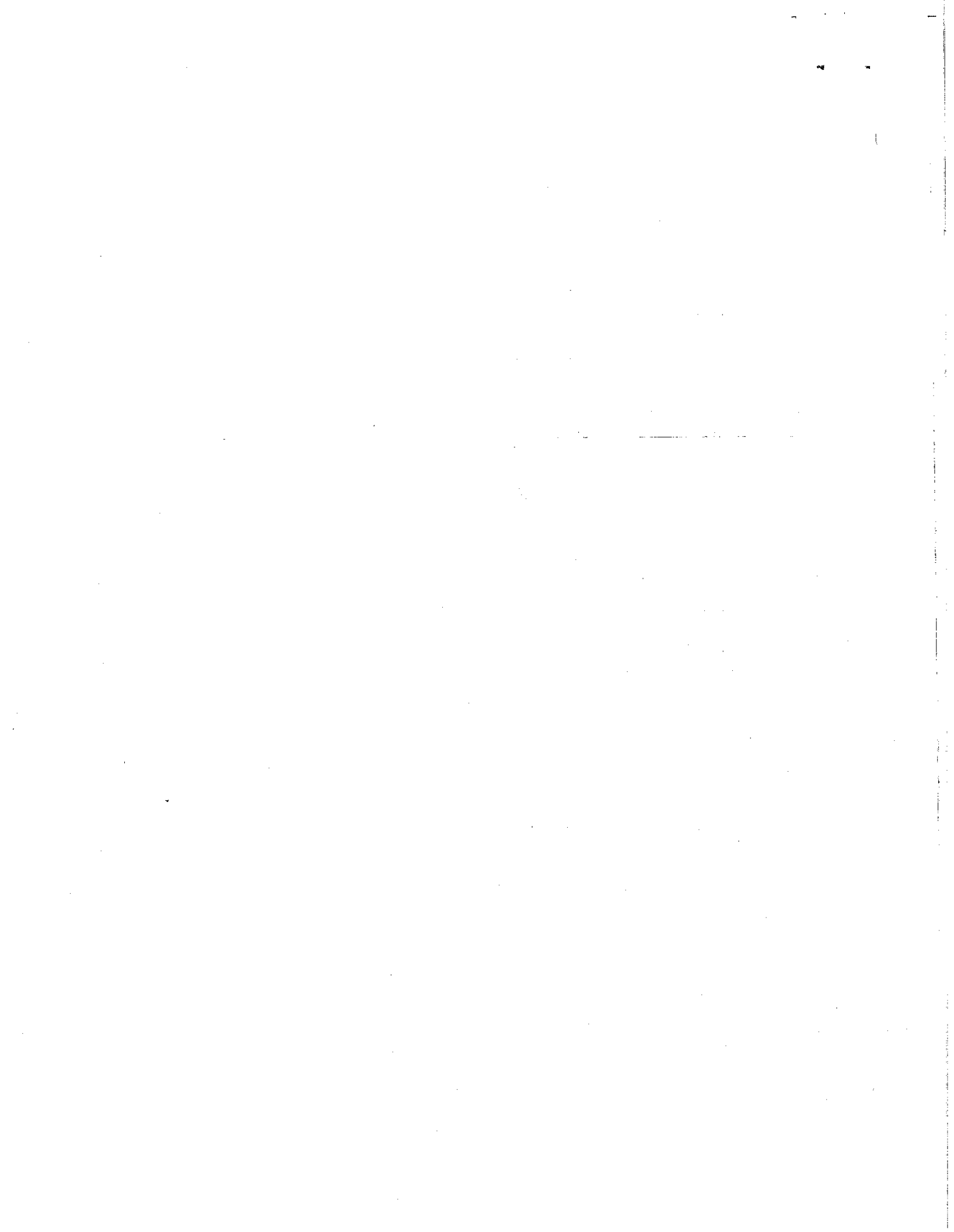
**CONTRACTOR:**

  
(Signature)

10/16/2015  
Date

Michael J. Rohr  
(Print Name)

Client Consultant  
(Print Title)



**SANTA FE COUNTY  
PROFESSIONAL SERVICES AGREEMENT  
WITH GALLAGHER BENEFIT SERVICES, INC.  
FOR HEALTH INSURANCE AND BENEFITS CONSULTING SERVICES**

This Agreement is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County") and Gallagher Benefit Services, Inc., a for profit active corporation authorized to do business in the State of New Mexico (hereinafter referred to as "the Contractor").

WHEREAS, Santa Fe County requires the services of a qualified licensed insurance firm to provide Insurance and Benefits Consulting Services for the County's healthcare insurances;

WHEREAS, pursuant to Section 13-1-112 and 13-1-117-NMSA 1978, competitive sealed proposals were solicited via request for proposals (RFP) #2014-0252-HR/MS, for the provision of professional services;

WHEREAS, based upon the RFP evaluation criteria, the County has determined Contractor as the most qualified, responsive and highest rated Offeror;

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

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. SCOPE OF WORK**

The Contractor will provide consulting services related to the research, design, implementation, maintenance, communication and improvement of Santa Fe County health benefits programs that are currently offered, or that may be offered in the future, to Santa Fe County employees.

Contractor services are inclusive of the detailed scope of work as described in Section II INTRODUCTION, Paragraph C. SCOPE OF WORK of RFP #2014-0252-MG/MS.

**A. Task 1 Health Plan Analysis**

Phase 1 Feasibility Study

- 1) The Contractor will conduct a feasibility study to advise and assist County staff in reviewing the Santa Fe County health benefits plans to allow the County to consider alternatives to its health benefit plans.
- 2) The study will include research to retrieve and evaluate the County's claims experience and current premiums comprising of a minimum of two (2) years of historical data.

- 3) The study will include analysis and updates as it relates to the Patient Protection and Affordable Care Act (PPACA), commonly referred to as the Affordable Care Act.
- 4) The study will be inclusive of Affordable Healthcare requirements, new and existing regulatory compliance issues related to employee, retiree and dependent benefits.
- 5) The Feasibility Study analysis will adhere to the Santa Fe County Preliminary Timeline attached hereto as Exhibit "A". Any changes to this Timeline must be approved in writing by the County.

#### Deliverables

##### Phase 1 – Recommendation Report

- 1) This Deliverable will include a Draft Recommendation Report with a summary analysis of the County's claims experience for a minimum of two years of historical data.
- 2) The Final Recommendation Report includes the options to keep current health plan and/or recommend leaving State of New Mexico Health Benefits Plan and changing to a self-insured plan.
- 3) Deliverables will be a monthly invoice with a Status Report showing work assigned and accomplished during the month.

##### Phase 2 – Formal RFP Process

- 1) If the County decides to opt out of the State of New Mexico Health Benefits Plan, the Contractor will assist the County to prepare a formal Request for Proposal (RFP) for options outside the current State Plan.
- 2) The Contractor will prepare a detailed written analysis of all health benefit-related proposals received.
- 3) The Contractor will participate in the selection process by assisting the evaluation committee chosen by the County, in providing medical technical expertise in the area of health care benefits.
- 4) Upon selection of a benefit provider, the Contractor will:
  - a) Assist County in analyzing the contract presented by the health benefits provider.
  - b) Assist County in contract modification to insure that the contract complies with the specifications.
  - c) Assist County with contract negotiations.
  - d) Assist County in preparation and presentation to the Santa Fe County Board of County Commissioners for formal approval of the health benefit provider contract.
  - e) Ensure the formal process to notify the State of New Mexico of the

County's intention to opt out of State of New Mexico Health Benefits Plan is completed before September 30, 2015.

Phase 3 – Implementation and On-Going Consultant Services

- 1) Should the County, upon the completion of Phase 2, formally adopt the recommendation to enter into contracts with a contractor selected through a competitive procurement, the Contractor will continue to partner with the County in an ongoing consulting arrangement for implementation and assistance of the newly selected health plan options.
- 2) Contractor will assist the County in selection and implementation of Option 1 - a "Fully-Insured" health plan or Option 2 a "Self-funded" health plan.
- 3) All Contractor costs and expenses for both "Fully-Insured" and "Self-funded" health plans shall be in accordance with the Task and Cost Summary described in Exhibit B, attached hereto.
- 4) In general, the Contractor will be prepared to serve as a consultant and advisor to Santa Fe County, and to assure the degree of responsibility as mutually agreed upon between the County and the Contractor, for the overall sound and efficient operation of the County's employee health benefits programs.
- 5) Contractor shall have available staff sufficient in number and qualifications to perform contracted services.

All tasks described in Phase 1, Phase 2 and Phase 3 will adhere to the Santa Fe County Preliminary Timeline attached hereto as Exhibit "A". Any changes to the Santa Fe County Preliminary Timeline must be approved in writing by the County.

B. Task 2 Voluntary Health Benefits

- 1) Contractor will review and analyze opportunities regarding Voluntary Health Benefits for County employees.
- 2) Contractor will facilitate a conference call for data and information collection with appropriate County Department staff to include but not limited to County Manager's Office, Human Resource Department, Risk Management Division and Procurement Division.
- 3) Contractor will arrange preliminary strategy meeting to present observations and inform the County on the Voluntary Health Benefits RFP process.
- 4) Contractor will assist the County to prepare a formal RFP for Voluntary Health Benefits.
- 5) The Contractor will prepare a detailed written analysis of all Voluntary Health

Benefit related proposals received.

- 6) The Contractor will participate in the selection process by assisting the Evaluation Committee chosen by the County, in providing technical medical expertise in the area of Voluntary Health Benefits.
- 7) Upon selection of a Voluntary Health benefits provider, the Contractor will:
  - a) Assist County in analyzing the contract presented by the Voluntary Health benefits provider.
  - b) Assist County in contract modification to insure that the contract complies with the specifications.
  - c) Assist County with contract negotiations.
  - d) Assist County in preparation and presentation to the Santa Fe County Board of County Commissioners (BCC) for formal approval of the Voluntary Health Benefits provider contract.
- 8) Upon approval by BCC Contractor will commence implementation of Voluntary Health Benefits Plan to include preparation for open enrollment for County staff.

## 2. COMPENSATION, INVOICING, AND SET-OFF

- A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:
  1. The total amount payable to the Contractor under this Agreement shall not exceed One Hundred Sixty-One Thousand Four Hundred and Fifty Dollars (\$161,450.00), inclusive of New Mexico Gross Receipts Tax (GRT). Any GRT levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. All costs and expenses shall be in accordance with the Task and Cost Summary described in Exhibit "B", attached hereto.
  2. This amount is a maximum and not a guarantee that the work assigned 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. County shall 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.
- B. The 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. 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. Within thirty (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 and withhold unacceptable or disputed amounts. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (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.

### 3. 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 year later, unless earlier terminated pursuant to Sections 5 (Termination) or 6 (Appropriations) of this Agreement. The County has the option to renew this Agreement for three (3) additional years. The County will exercise this option by submitting a written notice to the Contractor in no less than sixty (60) days prior to the expiration of the initial term of this Agreement. In no event shall the term of this Agreement exceed four (4) years from the effective date of the Agreement without this Agreement being amended in writing.

### 4. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Paragraph 1, Scope of Work, of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Section 2, 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 written amendments to this 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 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 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 requirements 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. Contractor shall be compensated for all services accepted by the County prior to the effective date of termination, but the County shall have no duty to reimburse the Contractor for any further 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 for the sole and exclusive benefit of Santa Fe County under or pursuant to this Agreement are deliverables belonging to Santa Fe County. 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 the 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 (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 reasonable attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's negligent 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. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. This provision applies to the fullest extent permitted by applicable law.

## 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by a 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 County: Santa Fe County  
Office of the County Attorney  
102 Grant Avenue  
Santa Fe, New Mexico 87501

To Contractor:  
Gallagher Benefit Services Inc.  
Attn: Don Heilman  
6399 South Fiddler's Green Circle  
Suite 200  
Greenwood Village, CO 80111

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

- A. The Contractor hereby represents and warrants that 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 Public Regulation Commission on Contractor's behalf.
- C. Contractor is legally registered and licensed to operate as a business in New Mexico to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.
- D. Contractor currently maintains appropriate New Mexico License related to the performance of the services under this Agreement, and shall maintain such 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 \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence (and any one accident or loss with respect to its automobile insurance policy). Non-hired vehicle insurance coverage will be required for employees, temporary employees, and subcontractor using their personal vehicle. 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 Contractor's comprehensive general liability 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. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints Corporation Service Company, a New Mexico business at 123 East Marcy Street, Suite 101, Santa Fe New Mexico, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The


Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**32. 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.

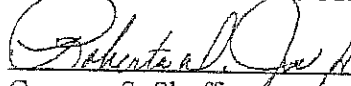
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY**

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


10.17.14  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

9-24-14  
\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

10/16/14  
\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Identification Number



Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

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IN WITNESS WHEREOF, the parties have duly executed this Amendment to the 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

\_\_\_\_\_  
Date

FINANCE DEPARTMENT APPROVAL:

\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

\_\_\_\_\_  
Date

CONTRACTOR:  
*[Signature]*  
Signature

9/24/14  
Date

Area President  
Title

36-4291971  
Federal Identification Number

