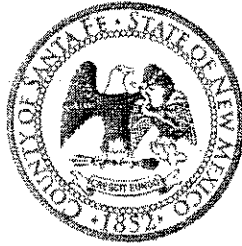


Henry P. Roybal
Commissioner, District 1

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: November 2, 2018

TO: Santa Fe County Board of County Commissioners

FROM: Bill Taylor, Procurement Manager, CPO *BT*

VIA: Katherine Miller, County Manager
Stephanie Schardin Clarke, Finance Director
Rachel O'Connor, Community Services Department Director

ITEM AND ISSUE: BCC Meeting November 12018

Approval of Amendment No. 2 to the Professional Service Agreement No. 2017-0062-CSD/RM Between Santa Fe County and Elizabeth Peterson Consulting, Extending the Term of the Agreement an Additional Year and Increasing the Compensation an Additional \$125,000.00, Exclusive of NM GRT for a Total Agreement Amount of \$375,000.00. Granting the County Manager Authorization to Sign the Purchase Order. (Bill Taylor, Purchasing Division/ Rachel O'Connor, Community Services Department Director)

BACKGROUND

In 2016 the Community Services Department (CSD) working with the Health Policy and Planning Commission (HPPC) sent out a Request for Proposal (RFP) 2017-0062-CSD-RM to hire a Project Manager to assist in the creation of an Accountable Health Community in Santa Fe County.

On November 22, 2016 Santa Fe County entered into a Professional Services Agreement No. 2017-0062-CSD/RM with Elizabeth Peterson Consulting to assist CSD with the development, administration and oversight of contracts in multiple health care areas.

In October of 2017, Amendment No. 1 to the Professional Services Agreement with Elizabeth Peterson was approved to extend the term of the Agreement for one additional year to November 22, 2018 and to increase the compensation by \$125,000.00 bringing the total amount payable to the Contractor for the term to \$250,000.00.

The proposed Amendment No. 2 extends the term of the contract for one additional year, from November 22, 2018 to November 22, 2019, and adds an additional \$125,000.00 for services provided during that time period, bringing the total amount payable to the Contractor to \$375,000.00.

RECOMMENDATION

The Community Services Department recommends approval of Amendment No. 2 to Professional Service Agreement No. 2017-0062 CSD/RM between Santa Fe County and Elizabeth Peterson Consulting, in the amount of \$125,000.00 and to extend the term for an additional year, ending November 22, 2019 and grant the County Manager approval to sign the Purchase Order.

**AMENDMENT NO. 2 BETWEEN SANTA FE COUNTY
AND ELIZABETH PETERSON CONSULTING**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 2018, by and between **Santa Fe County**, (hereinafter "County"), and **Elizabeth Peterson Consulting**, (hereinafter "Contractor").

WHEREAS, on November 22, 2016, the County and Contractor entered into Agreement No. 2017-0062-CSD/RM (Agreement) for Contractor to assist the County with the development, administration and oversight of contracts in multiple health care areas; and

WHEREAS, on October 12, 2017, the County and the Contractor agreed to extend the term of the Agreement on the same term and conditions to November 22, 2018 and increased the compensation; and

WHEREAS, the term of the Agreement is due to expire November 22, 2018 and the County wishes to continue to benefit from Contractor's services; and

WHEREAS, according to Article 15 (No oral Modifications; Written Amendments Required), the parties may amend the Agreement to extend the term for another year and increase the Contractor's compensation.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.2 (Compensation and Invoicing, and Set-Off) is amended by inserting a new subpart (b) to read:

(b) By Amendment No. 2 to this Agreement, the compensation payable to the Contractor for services provided during the term of November 22, 2018 to November 22, 2019 is \$125,000.00. The total amount payable to the Contractor for the term of this Agreement is \$375,000.00, exclusive of NM gross receipts tax.
2. Article 4 (Effective Date and Term), a subpart B is inserted to read:

B. By Amendment No. 2, the term of this Agreement is extended from November 22, 2018, to November 22, 2019, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).
3. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 2 shall remain in full force and effect.

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

SANTA FE COUNTY

Anna Hansen, Chair
Santa Fe County Board of County Commissioners

Date

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

R. Bruce Frederick
County Attorney

Date

Finance Department:

Stephanie S. Clarke
Finance Director

Date

CONTRACTOR

Signature

Date

Printed name and title

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
SANTA FE COUNTY AND ELIZABETH PETERSON CONSULTING**

THIS AMENDMENT is made and entered into as of this 12th day of Oct, 2017, by and between Santa Fe County, (hereinafter "County"), and Elizabeth Peterson Consulting, (hereinafter "Contractor").

WHEREAS, on November 22, 2016, the County and Contractor entered into Agreement No. 2017-0062-CSD/RM (Agreement) for Contractor to assist the County with the development, administration and oversight of contracts in multiple health care areas; and

WHEREAS, the term of the Agreement is due to expire November 22, 2017 and the County wishes to continue to benefit from Contractor's services; and


WHEREAS, according to Article 15 (No oral Modifications; Written Amendments Required), the parties may amend the Agreement to extend the term for another year and increase the Contractor's compensation.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3.A.2 (Compensation and Invoicing, and Set-Off) is amended by inserting a new subpart (a) to read:
 - (a) By Amendment No. 1 to this Agreement, the compensation payable to the Contractor for services provided during the term of November 22, 2017 to November 22, 2018 is \$125,000.00. The total amount payable to the Contractor for the term of this Agreement is \$250,000.00, exclusive of NM gross receipts tax.
2. Article 4 (Effective Date and Term), a subpart A is inserted to read:
 - A. By Amendment No. 1, the term of this Agreement is extended from November 22, 2017, to November 22, 2018, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations).
3. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

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

SANTA FE COUNTY:


Katherine Miller
County Manager

10.12.2017
Date

Approved as to form:



Gregory S. Shaffer
County Attorney

10-2-17
Date

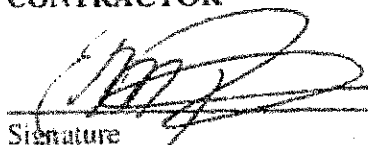
Finance Department:



Don D. Moya
Finance Director

10-2-17
Date

CONTRACTOR



Signature

10.10.17
Date

Elizabeth Peterson, Owner.
Printed name and title

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
ELIZABETH PETERSON CONSULTING**

THIS AGREEMENT is made and entered into this 22 day of November 2016, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **ELIZABETH PETERSON CONSULTING**, whose principal place of business is located at 337 Rosario Hill, Santa Fe, NM 87501, hereinafter referred to as the "Contractor".

WHEREAS, The County issued Request for Proposals No. 2017-0062-CSD/RM (RFP) to solicit the services of a contractor to assist the County Community Services Department (CSD) with the development, administration and oversight of contracts in multiple health care areas; and

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified Offeror, the County has determined the Contractor as the most responsive and highly rated Offeror; and

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

NOW, THEREFORE, it is agreed between the parties:

I. SCOPE OF WORK

The Contractor will work toward the creation of an Accountable Health Community by assisting the County in the development, administration and oversight of crucial contracts in multiple health care areas. In addition the Contractor will assist in coordinating stakeholders to create an integrated provider system. Tasks to be completed by the Contractor include without limitation:

A. Implement CSD's vision of an Accountable Health Community that ensures all Santa Fe County residents, regardless of income, have access to high quality health care and are connected to the resources they need to lead healthy lives.

B. Work in coordination with the CSD to create a strong network of providers working together and across agency lines to link residents to needed resources in a manner that is tracked and monitored.

C. Develop RFPs for projects that support the goals of the Santa Fe County Health Action Plan, administer and monitor contracts under the supervision of CSD.

D. Plan and facilitate stakeholder meetings among providers, consumers and others, and assist with the goals of gap analysis, provider alignment, and other health initiatives.

E. Analyze and interpret policies and procedures related to individual provider practices, state guidelines, and the healthcare system as a whole.

F. Maintain positive working relationships with community agencies, organizations, and other stakeholders.

G. Prepare written reports and deliver presentations to the County and the community on topics including but not limited to innovative payment, contracting models, accountable health community models, and quantitative and qualitative local data.

H. Research and analyze grant/funding opportunities related to project goals.

I. Assist the CSD in planning and developing initiatives that meet specific needs in areas such as dental and behavioral health.

DELIVERABLES

A. A written work plan to include benchmarks and timelines within 30 days of the effective date of this agreement.

B. Submit monthly progress reports to include but not be limited to hours worked on each element of the Scope of Work and priority action steps for the subsequent phases of work.

C. Submit a final report that summarizes work performed and goals achieved on each element contained in the Scope of Work no less than 30 days prior to the expiration of the term of this agreement.

2. ADDITIONAL SERVICES

A. 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.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement, County shall pay Contractor as follows:

1) Contractor shall invoice monthly based on work performed for each month and the invoice shall accompany a monthly progress report.

2) The total amount payable to the Contractor under this Agreement shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00) exclusive of New Mexico gross receipts tax. Any gross receipts tax levied on the

amounts payable under this Agreement shall be paid by the County to the Contractor.

- 3) This amount is a maximum and not a guarantee that the work and services assigned to be performed by the 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 Contractor shall notify the County when the services provided under this Agreement reach the total compensation amount.

B. Contractor shall submit a written request for payment to County whenever payment is due under this Agreement. Within 15 days of County's receipt of the written request, County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, County shall tender payment for the accepted items or services. In the event County fails to render payment within 30 days of the written certification accepting the items or services, 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 Contractor breaches this Agreement, County may, without penalty, withhold any payments due Contractor for the purpose of set-off until such time as 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 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 first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for three additional years in one year increments. In no event, shall this term of this agreement exceed four years in total. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least 60 days prior to expiration of the term of 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 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 work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any 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. Such termination shall be without penalty to the County; and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

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 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 state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The 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
Office of the County Attorney
102 Grant Avenue
P.O Box 276
Santa Fe, New Mexico 87504-0276

Santa Fe County Community Services Department
Attn: Patricia Boies, Health Services Division Director
Santa Fe County Public Works
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

To the Contractor: Elizabeth Peterson Consulting
337 Rosario Hill
Santa Fe, NM 87501

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

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

25. LIMITATION OF LIABILITY

County's liability to Contractor for any breach of this Agreement by County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, Compensation and Invoicing, of this Agreement. In no event shall County be liable to

Contractor for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into this Agreement.

26. NO THIRD-PART 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. Santa Fe County shall be a named additional insured on the policy.

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

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

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, 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. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

30. 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.

31. 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.

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 Agreement as of the date first written above.

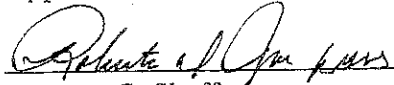
SANTA FE COUNTY

KM


Katherine Miller
County Manager

11.22.16
Date

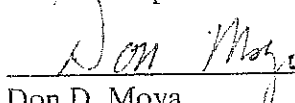
Approved as to form



Gregory S. Shaffer
County Attorney

11-17-16
Date

Finance Department



Don D. Moya
County Finance Director

11-18-16
Date

CONTRACTOR:

[Signature]
Signature

11-1-11
Date

Robert Johnson
Print Name

1111
Print Title

Robert Johnson Consulting
Print Company Name

COST PROPOSAL: HEALTH CARE PROJECT MANAGEMENT SERVICES RFP # 2017-0062-CSD/RM

Date: November 7, 2016

To: Santa Fe County Community Services Department

From: Elizabeth Peterson Consulting, 337 Rosario Hill, Santa Fe, NM 87501

The following Cost Proposal is based on the Scope of Work and Deliverables provided by Santa Fe County for the development and implementation of an Accountable Health Community (AHC). Within the first 30 days of the effective date of the Professional Services Agreement a work plan will be developed with Santa Fe County Community Services Staff to identify resources, detail activities and intended results, and establish short, intermediate and long range goals for one year. The work plan will guide the priorities and activities of the Project Manager and provide project direction with measurable goals and timelines to be reported monthly.

SCOPE OF WORK:

The Project Manager will work toward the creation of an Accountable Health Community by assisting the County in the development, administration and oversight of crucial contracts in multiple health care areas and assist in coordinating stakeholders to create an integrated provider system.

- A. Implements the Santa Fe County Community Services Department's vision of an Accountable Health Community that ensures all Santa Fe County residents, regardless of income, have access to high quality health care and are connected to the resources they need to lead healthy lives.
- B. Works in coordination with the Community Services Department staff to create a strong network of providers working together and across "agency lines" to link residents to needed resources in a culturally competent manner that is effectively tracked and monitored.
- C. Develops Requests for Proposals (RFPs) for projects that support the goals of the Santa Fe County Health Action Plan and administers and monitors contracts under the supervision of Community Services Department management.
- D. Plans and facilitates stakeholder meetings among providers, consumers and others, and assists with the goals of gap analysis, provider alignment, and other health initiatives.
- E. Analyzes and interprets policies and procedures related to individual provider practices, state guidelines, and the health care system as a whole.

- F. Maintains positive working relationships with community agencies, organizations, and other stakeholders.
- G. Prepares written reports and delivers presentations for the County and the community on topics including but not limited to: innovative payment and contracting models, accountable health community models, quantitative and qualitative local data.
- H. Researches and analyzes grant/funding opportunities related to project goals.
- I. Assists the County in planning and developing initiatives that meet specific needs in areas such as dental and behavioral health.

ACCOUNTABLE HEALTH COMMUNITY (AHC) COST PROPOSAL

INTERVENTION	DELIVERABLE	TIMEFRAME	COST
Strategy Development	Work Plan	1 st Month	\$90/hr
Provider Alignment	Monthly Report	Monthly	\$90/hr
Contract Management	Monthly Report	Monthly	\$90/hr
Stakeholder Meetings	Monthly Report	Monthly	\$90/hr
Research/Analysis	Monthly Report	Monthly	\$90/hr
Community Outreach	Monthly Report	Monthly	\$90/hr
Reports and Presentations	Monthly Report	Monthly	\$90/hr
Behavioral/Dental Initiatives	Monthly Report	Monthly	\$90/hr
AHC Implementation	Final Report	11 th Month	\$90/hr

REIMBURSABLE EXPENSES:

Out of state travel \$800/yr

Total not to exceed \$125,000

TERMS and CONDITIONS:

Project Management services will be billed at \$90 per hour. Invoices and reports will be submitted at the end of each calendar month summarizing outcomes achieved, priority action steps for the next phase of work and hours worked on interventions. Hours worked by the Project Manager are flexible to accommodate the needs of the project. This proposal is based on an average of 30 hours per week, 46 weeks per year.

