

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND MIKAHLA BEUTLER, LPCC
FOR CLINICAL GUIDANCE FOR THE CONNECT NETWORK**

This Agreement is made this 15th day of June, 2023, between **Santa Fe County** (the “County”), and **Mikahla Beutler, LPCC**, Post Office Box 727, Tesuque, New Mexico 87574 (the “Contractor”).

WHEREAS, in accordance with NMSA 1978, Section 13-1-125 (B) (Small purchases), the County issued Letter of Interest (LOI) No. 2023-0201-CDD/APS; and

WHEREAS, the Santa Fe County Community Services Department requires the services of a consultant to provide clinical guidance for navigators within Santa Fe County’s Accountable Health Community (the “AHC”), as well as interdisciplinary team development and meeting facilitation; and

WHEREAS, based upon the evaluation criteria established in the LOI, 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, the parties agree as follows:

1. Contractor’s Services

1. Provide clinical guidance for navigators within the CONNECT Network, as well as interdisciplinary team development and meeting facilitation.
2. Develop and implement a plan/framework to promote trauma informed care, client engagement, person-centered planning and create and maintain professional boundaries within the navigation educational and meeting series.
3. Provide clinical guidance and professional development activities that would be added to the structure of six navigation meetings.
4. Model and mentor navigators to the AHC standard of care.
5. Provide clinical guidance and meeting facilitation (minimum 50 hours per quarter)
 - a. 12 hours of navigation network educational and meeting series with follow up.
 - b. 4 hours of meeting preparation.
 - c. 4 hours of summarization and reporting
 - d. 30 hours of navigation team and network clinical guidance and facilitation of interdisciplinary meetings

2. ADDITIONAL SERVICES

- A. The parties agree that all tasks set forth in Section 1 (Contractor’s Services), of this Agreement will be completed in full, to the satisfaction of the County for the amount set forth in Section 3 (Compensation, Invoicing and Set-off) and for no other cost or expense.
- B. The County may from time to time request changes in the Contractor’s Services. 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, must be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

- A. In consideration of its obligations under this Agreement, the Contractor will be compensated as follows:
- 1) The County will pay the Contractor on a monthly basis for clinical guidance services at a rate of \$100.00 per hour (see Attachment A). No travel or per diem will be paid to the Contractor.
 - 2) The total compensation payable to the Contractor for the term of this Agreement will not exceed **\$20,000.00** *inclusive* of NM GRT.
 - 3) This amount is a maximum and not a guarantee that the services to be performed will equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.
- B. The Contractor shall submit a written request for payment when payment is due. Upon the County's receipt of the request the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought.
- 1) The County's representative for certification of acceptance or rejection of services is **Jennifer N. Romero, MSW, Health Care Assistance Administrative Program Manager**, jnromero@santafecountynm.gov, (505) 995-9526 or such other individual as may be designated in the absence of the County representative.
 - 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the Contractor's services.
 - 3) Within 30 days of the issuance of a written certification accepting the services the County will issue payment for the accepted services. In the event the County fails to pay the Contractor payment within 30 days of the written certification accepting the services, the County shall pay late payment charges of one and 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 will not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will become effective on the date of last signature by the parties and terminate one year from such date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The parties may agree to extend the term for a period not to exceed four years in total.

5. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party will give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within 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 will specify the effective date of termination, which will not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination but will not be liable for any services performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the Contractor. Such termination will be without penalty to the County, and the County will 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 will 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 will be independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees

will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to 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 must 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 will be void.

9. SUBCONTRACTING

The Contractor must 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 will void.

10. PERSONNEL

- A. All services will 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) must not be employees of or have any contractual relationships with the County and (ii) must be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such services.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations 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 must be kept confidential and 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 will own the copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and will 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 signed by the parties. The Contractor agrees that the County will not be responsible for any changes to Section 1 (Contractor's Services), of this Agreement unless such changes are set forth in a written amendment.

16. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all such agreements and understandings are merged into this Agreement. No prior or contemporaneous agreement or understandings, verbal or otherwise, of the parties or their agents will 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 will abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor 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 agrees that failure to comply with this section will constitute a breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

- A. In performing its obligations hereunder, the Contractor must comply with all applicable laws, ordinances, and regulations.

- B. Contractor will comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- C. This Agreement will be construed in accordance with the 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 will 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 indemnify the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses including legal fees resulting from the Contractor's performance or non-performance of its obligations under this Agreement, including Contractor's breach of any representation.
- B. The Contractor agrees that the County has 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.
- C. The Contractor's obligations under this section will 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 is held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement will not be affected and will be valid and enforceable.

23. NOTICES

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

To the County: Santa Fe County Community Service Department
Attention: Jennifer N. Romero
100 Catron Street
P.O. Box 276
Santa Fe, New Mexico 87504-0276

To the Contractor: Mikahla Beutler, LPCC
P.O. Box 727
Tesuque, New Mexico 87574

24. CONTRACTOR'S REPRESENTATIONS

The Contractor represents 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 constitutes 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 will maintain such registration and licensure in good standing.

25. FAX or ELECTRONIC SIGNATURES

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

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

- A. General Conditions. The Contractor must submit evidence of insurance as is required herein. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance must 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 must be a named additional insured on the policy.
- C. 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), the Contractor will increase the maximum limits of any insurance required herein.
- D. Workers' Compensation. The Contractor will comply with the provisions of the Workers' Compensation Act.

28. PERMITS, FEES, AND LICENSES

Contractor must 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.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

31. SURVIVAL

The provisions of following paragraphs will survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT;

COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and SURVIVAL.

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

SANTA FE COUNTY



Gregory S. Shaffer
Santa Fe County Manager

6/15/2023

Date

Approved as to form:

Roberta D. Joe for J.Y.

June 6, 2023

Jeff Young
Santa Fe County Attorney

Date

Finance Division:



Yvonne S. Herrera
Finance Director

6/12/2023

Date

CONTRACTOR



Signature

June 6, 2023

Date

Mikahla Beutler LPCC, LLC

Print name and title