

**SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
BEHAVIORAL HEALTHCARE SERVICES, INC.  
dba NEW MEXICO SOLUTIONS**

**THIS AGREEMENT** is made and entered into this 14<sup>th</sup> day of March 2018, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **BEHAVIORAL HEALTHCARE SERVICES, INC. dba NEW MEXICO SOLUTIONS**, whose principal address is 707 Broadway Blvd. NE, Suite 500, Albuquerque, NM 87102, hereinafter referred to as the "Contractor".

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a Request for Proposals (RFP) No. 2018-0144-CSD/MAM to obtain comprehensive proposals for Phases I and II of the planning, design, development and operation of a behavioral health crisis center (BHCC); and

**WHEREAS**, the goal of the BHCC is to provide a safe and secure place for adults with behavioral health issues (mental illnesses and/or addictions) and their families and caregivers to find information and receive assistance in times of crisis, and to provide linkage with needed community services; and

**WHEREAS**, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive 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:

**1. SCOPE OF WORK** Contractor's Scope of Work of this Agreement is comprised of services described as Phase I and Phase II of the Santa Fe County's project to design, construct and operate a behavioral health crisis center (BHCC) in Santa Fe County. Phase I of this project requires the Contractor to consult with the architect who will complete the design and construction plans for the BHCC, and to conduct outreach with other health crisis service providers to facilitate agreements and foster cooperation to further the goals of the BHCC. Once the construction of the BHCC facility is complete, Phase II services as described in this Agreement include the Contractor's provision of a mobile crisis intervention/ response service and Contractor's full operation of the BHCC. The completed BHCC will serve as a treatment/ triage center in a "home-like" setting for individuals experiencing acute psychiatric crisis and their families and provide linkage with needed community services.

This Agreement has an initial term of one year and provides for compensation not to exceed \$40,000.00 for Phase I services. As the BHCC nears completion, this Agreement will be amended to provide for funding and compensation to the Contractor when the County issues a notice to proceed with Phase II services. At the commencement of Phase II services, Contractor's services will consist of the mobile crisis intervention/ response service including a mobile response team

(MCT), and/ or operation of the BHCC on a full-time basis in a permanent location. If the MCT is fully operational by the time Contractor initiates operation of the BHCC, the mobile crisis intervention/ response service (MCT) will continue as part of the regular operation of the BHCC.

**A. Phase I Services (pre-operation planning and design)**

1. Within 10 days of the County's issuance of a notice to proceed, Contractor shall convene a meeting with representatives of the Santa Fe County Community Services Department (CSD) to develop a timeline for the launch of Phase I services and agree upon measureable deliverables upon performance and completion of such services. A written report of the meeting shall be submitted to CSD. The report shall contain the proposed schedule for performance and the deliverable for each task in Phase I. The parties will concur on the County's payment of Contractor's invoices consistent with the applicable provisions of Section 3.A of this Agreement and § 13-1-158, NMSA 1978 (Payment for purchases).
2. Within three months following the initial meeting with CSD, Contractor shall initiate, lead and participate in meetings with behavioral health providers, hospitals, law enforcement, emergency responders, corrections/jails, homeless shelters and others to solicit input and facilitate collaborative agreements to further the design and goals of the BHCC. Written reports of the meetings and outcomes shall be submitted to CSD.
3. Within 30 days of the Department of Health's publication of any regulations regarding Medicaid or other applicable regulations, Contractor shall meet with CSD to discuss and make recommendation as to how the BHCC shall operate in conformity with such regulations. A written report of the meeting shall be submitted to CSD.
4. No later than September 1, 2018, Contractor shall have convened no less than three meetings with the architect whose professional services are procured for the design and construction administration of the BHCC. Using information and input from the behavioral health providers and Contractor's expertise, Contractor shall work with the architect to achieve a final design for the construction of the BHCC, including recommendations and specifications for furnishings and equipment. Contractor will work with the County and the architect in planning, designing operations, facility needs and programming for the BHCC. Regular written status reports of the meetings shall be submitted to CSD.
5. No later than December 1, 2018, Contractor shall have convened at least two meetings with CSD to develop and agree upon those activities associated with the operation of the Crisis Center that Contractor will engage in while the BHCC is under construction and before Contractor begins Phase II services (mobile crisis intervention and operation of the BHCC). A written report of the meeting shall be submitted to CSD.
6. Prior to the completion or conclusion of Phase I services the Contractor shall complete written policies and procedures for the operation of Contractor's

mobile crisis intervention service and operation of the BHCC. All policies and procedures relating to the mobile crisis intervention service and the operation of the BHCC shall have input from CSD.

7. If it is impossible for Contractor to engage in these meeting in person, Contractor may participate by telephone. Contractor will timely respond to any communications from the County regarding Contractor's activities under this Agreement.

**B. Phase II Services (mobile crisis intervention/ response service and operation of the BHCC)**

1. Within 10 days of the County's issuance of a notice to proceed with Phase II services, Contractor shall convene a meeting with CSD to develop a timeline for the commencement and performance of Phase II services and agree upon measureable deliverables upon performance of such services. A written report of the meeting shall be submitted to CSD. The report shall contain the proposed schedule for performance and the deliverables for Phase II services. The parties will concur on the County's payment of Contractor's invoices consistent with the applicable provisions of Section 3.B of this Agreement and § 13-1-158, NMSA 1978 (Payment for purchases).

2. Phase II services shall include the following:

- a) Contractor shall develop policies and procedures for all aspects of crisis services, including the MCT, to be offered at the BHCC prior to the commencement of full operation of the BHCC.
- b) The MCT will serve individuals age 14 and above who are experiencing a mental health crisis. The MCT shall operate on a 24 hours, 7 days a week, and 365 days a year.
- c) The BHCC will serve individuals 18 and above who are experiencing a mental health crisis, including adults and youth who qualify for Serious Mental Illness (SMI) or Serious Emotional Disturbance (SED) classifications, and their family members or "concerned others" of an individual who is in crisis.
- d) Contractor will operate the BHCC from 10:00 a.m. to 12:00 midnight, Monday through Saturday.
- e) Contractor will utilize a "living room" or home-like setting therapeutic model at the BHCC. The BHCC should be a comfortable and inviting environment, designed to reduce anxiety and facilitate de-escalation.
- f) Maintain an on-site licensed pharmacy service at the BHCC that will serve the mobile crisis intervention service and the BHCC.
- g) Provide limited, short-term transportation assistance including but not limited to Contractor's use of a vehicle owned by Contractor, or public transportation vouchers, for individuals in crisis who are being served by the mobile crisis service or the BHCC.
- h) If the MCT has been initiated by time Contractor commences full time operation of the BHCC, the mobile crisis response/ intervention

services including the MCT, will continue as part of Phase II services.

3. **Mobile Crisis Intervention/ Response.** Contractor shall use Contractor's company vehicle(s) to perform Contractor's mobile crisis intervention/ response service (the MCT). Contractor will work in conjunction with the New Mexico Crisis and Access Line (NMCAL). Each dispatch of the MCT for crisis response or intervention will be an on-site crisis response consisting of assessment, safety plan and referral for an outpatient appointment, or crisis triage over the telephone if an on-site visit is not required. Contractor's MCT shall be trained behavioral health professionals who are skilled in de-escalation and stabilization of individuals in crisis.

Deliverable: Contractor will complete and submit to CSD a monthly written report containing data, outcomes, engagement and response from Contractor's mobile crisis response/ intervention service. The report shall contain data on such items as the response time to calls, percentage of suicide deaths averted, percentage of callers diverted from the emergency departments; percentage of call diverted from detention facilities; and referrals made; and data regarding the degree to which clients treated at the BHCC are able to access appropriate community based services.

4. **Full Operation of the BHCC.** Upon completion of the BHCC facility, Contractor shall operate and manage the BHCC to provide direct services for persons with behavioral health needs who are experiencing a crisis in Santa Fe County. The Contractor's operation of the BHCC shall be as Contractor described in its proposal to RFP No. 2018-0144-CSD/MAM dated November 11, 2017. Contractor's operation and maintenance of the BHCC shall be comprised of the following crisis behavioral health services, without limitation:

- Screening, brief intervention and medical clearance,
- Triage and assessment,
- Stabilization services,
- Onsite and remote pharmacy,
- Transportation services,
- Short term respite,
- Free standing navigation,
- Information and resources,
- Participate in information sharing,
- Post-crisis follow up, and
- Coordination with warm lines/ hotline, and
- Continued operation of the MCT.

Contractor's operation of the BHCC shall maintain the following goals:

- a) To reduce unnecessary admission to local hospital emergency departments.
- b) To prevent unnecessary detainment of individuals in local detention facilities.

- c) To serve as an organization that provides immediate crisis management and de-escalation to individual who are in crisis.
- d) To ensure individuals are connection with ongoing clinical and social support, including navigation, to prevent further crises.
- e) To reduce the number of suicides in Santa Fe County.
- f) To reduce inefficiencies in the system, including the cost of law enforcement and jail services in the County.
- g) To increase provider alignment on systems issues including identifying and solving problems with the existing system of care in Santa Fe County.

## 2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work) of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (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.

## 3. COMPENSATION, INVOICING AND SET-OFF

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

A. **Phase I Services** (pre-operation planning and design). The Contractor shall be compensated for Phase I Services described in Section 1 above as follows:

- 1. Upon receipt of the report on the initial meeting described in Section 1.A.1 above, between the Contractor and CSD, the County shall pay to the Contractor \$10,000.00, inclusive of NM gross receipts tax.
- 2. Upon receipt of the report on the meetings described in Section 1.A.2 and 3 above, the County shall pay to the Contractor \$10,000.00, inclusive of NM gross receipts tax.
- 3. Upon receipt of the reports on the meetings described in Section 1.A.4 above, the County shall pay to the Contractor \$10,000.00, inclusive of NM gross receipts tax.
- 4. Upon receipt of the final report regarding Contractor's completion of the final tasks described in Section 1.A.5 above, the County shall pay to the Contractor \$10,000.00, inclusive of NM gross receipts tax.
- 5. The total amount payable to the Contractor for Phase I services under this Agreement shall not exceed \$40,000.00, inclusive of NM gross receipts tax.

B. **Phase II Services** (mobile crisis intervention/ response services and full operation of the BHCC). The Contractor shall be compensated for Phase II services described in Section 1 above as follows:

1. The compensation payable to the Contractor for full operation of the BHCC, including the mobile crisis intervention/ response services shall not exceed [RESERVED], inclusive of New Mexico gross receipts tax. Contractor shall invoice the County no less than quarterly for Contractor's Phase II services. Each invoice will be submitted with a report of all activities of the HHCC and descriptions of the evidence-based results from the Contractor's performance of Phase II services performed during the quarter, including results of intervention/ response, and a description of any access to appropriate community based services that were provided for individuals in crisis.

2. The compensation payable to the Contractor for full operation of the BHCC provided under this Agreement shall not exceed [RESERVED], inclusive of New Mexico gross receipts tax.

C. The total amount payable to the Contractor for Phase I services described in this Agreement shall not exceed \$40,000.00, inclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. 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. 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.

D. 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.

1. The County's representative for certification of acceptance or rejection of contractual items and services shall be Rachel O'Connor, Executive Director, Community Services Department (505) 992-9842, [roconnor@santafecountynm.gov](mailto:roconnor@santafecountynm.gov) or such other individual as may be designated in the absence of the office representative.

2. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables.

3. Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

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.

Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties hereto 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 term of this Agreement for a period of one or more years. In no event shall the term of this Agreement exceed four years in total. The County may exercise this option by submitting a written notice to the Contractor that the term of this Agreement will be extended. The notice must be submitted to Contractor at least 60 days prior to expiration of the then current term of the 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 60 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. In the event of emergency situations requiring immediate response, Contractor may seek verbal approval from the Director of Santa Fe County Community Services or designee. Contractor acknowledges that Contractor proceeds at its own risk if Contractor subcontracts any services under this Agreement without written approval from the authorized representative of the County.

## **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 both parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to any Section of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement. This Agreement will be amended before the Contractor commences Phase II services to provide for the compensation payable to the Contractor for Phase II services, to extend the term of this Agreement, to make any other amendments or modifications pertaining to Phase II services, including Contractor's hours of operation, or to authorize Contractor to subcontract or delegate services under 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 Community Services Department  
Attn: Executive Director  
2052 Galisteo  
Santa Fe, NM 87505

To the Contractor: Behavioral Healthcare Services, Inc. *dba*  
New Mexico Solutions  
Attn: Dr. David Ley  
707 Broadway Blvd. NE Suite 500  
Albuquerque, NM 87102

## 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 New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

## 25. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS

The Contractor hereby irrevocably appoints Dr. David Lcy Ph.D., Executive Director for New Mexico Solutions, a New Mexico company located at 707 Broadway NE, Suite 500, Albuquerque, NM 87102, 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.

## 26. NO THIRD-PARTY BENEFICIARIES

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

## 27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

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

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

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), the Contractor shall increase the maximum limits of any insurance required herein.

## 28. PERMITS, FEES, AND LICENSES

Contractor shall procure all relevant operating permits and licenses, excluding building or facility permits, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**29. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

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

**31. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**32. SIGNATURE**

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

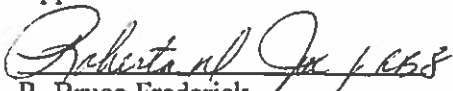
IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties below

**SANTA FE COUNTY:**

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


3.14.18  
Date

Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick  
Santa Fe County Attorney

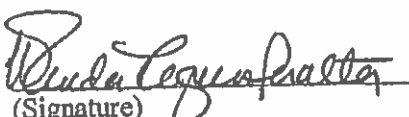
3/8/18  
Date

Finance Department:

  
\_\_\_\_\_  
Stephanie S. Clarke  
Santa Fe County Finance Director

3/8/18  
Date

CONTRACTOR:

  
(Signature)

03/06/18  
Date

Dr. Wanda Figueroa Peralta  
(Print Name)

President and CEO