

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
HYDE AND ASSOCIATES-POLICY AND PRACTICE CONSULTING, LLC.**

THIS AGREEMENT is made and entered into this 20th day of December 2016, by and between **SANTA FE COUNTY**, hereinafter referred to as the “County” and **HYDE AND ASSOCIATES-POLICY AND PRACTICE CONSULTING, LLC.**, whose principal address is **7 Avenida Vista Grande B7, PMB 185, Santa Fe, NM 87508** hereinafter referred to as the “Contractor”.

WHEREAS, the Santa Fe County Community Services Department is committed to providing quality services to the citizens of Santa Fe County and seeks to continue providing these services through gap analysis services of health services in Santa Fe County; and

WHEREAS, the Contractor is a licensed business who can provide professional and competent gap analysis services for Santa Fe County; and

WHEREAS, pursuant to Section 13-1-112 NMSA 1978, the County issued Request for Proposal (RFP) No. 2017-0071-CSD/IC for these services; 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 shall:

- A. Research, collect, inventory and summarize any existing documents that indicate gaps in providing comprehensive health service to low and middle income residents of Santa Fe County.
- B. Conduct an analysis of demographic data of the population of Santa Fe County. The analysis should include an overview of the populations seeking services in Santa Fe County.
- C. Hold a minimum of 20 key informant interviews with leaders in the health field to determine perceived gaps in health service delivery to low and middle income residents of Santa Fe County.
- D. Conduct a minimum of five focus groups in various geographic regions of Santa Fe County to determine existing gaps in comprehensive healthcare services. Focus groups should include seniors, the undocumented, consumers, and others as identified by the County Community Services Department.
- E. Work cooperatively with the County to identify and attend stakeholder meetings to solicit additional community input in specified areas.
- F. Detail and map a comprehensive list of existing health and human resource assets in Santa Fe County, along with a description of these services. Identify separately safety net services, including capacity, eligibility criteria for services and plans for future growth.

- G. Create a map of providers with overlay maps showing various demographic characteristics.
- H. Provide comprehensive analysis of the gaps in health service delivery to low and middle income residents, including a section specific to the undocumented population in Santa Fe County. Include an analysis of any perceived barriers to services, including any issues related to diversity, cultural competency or language.
- I. Provide a comparison analysis of health services in other New Mexico counties as well as model counties in the region.
- J. Work cooperatively with County staff, the Santa Fe County Health Policy and Planning Commission and other consultants to insure that findings and recommendations are integrated into the overall mission of the Community Services Department.
- K. Develop and prioritize policy recommendations as a result of the research, including recommendations regarding the expenditure of health related funds in the Community Services Department.
- L. Hold a minimum of three public forums to review and provide feedback on the report, one forum of which shall include the Spanish speaking population.
- M. Provide Santa Fe County with a draft report by June 30, 2017 and a final report by August 31, 2017 (the County may modify these dates as needed).

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 3 (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 a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

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

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed in accordance with Exhibit A, Contractor's Cost Proposal, attached hereto.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed **Ninety Three Thousand One Hundred Twenty Five dollars (\$93,125.00) exclusive** of New Mexico gross receipts tax.
- 3) 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 in writing.

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 deliverables 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, Community Services Division**, 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 thirty (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 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.

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 term in one-year increments. In no event shall the term of this Agreement 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

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 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. The Contractor shall retain full ability to use in its website any and all information, photos, and digital media that may be gathered through completion of work pursuant to this Agreement.

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 (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 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
Santa Fe, New Mexico 87501

To the Contractor: Hyde & Associates-Policy and Practice Consulting, LLC.
Attn: Pamela Hyde
7 Avenida Vista Grande B7, PMB 185
Santa Fe, NM 87508

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. 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 \$1,000,000.00 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. 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.

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:

SM


Katherine Miller
Santa Fe County Manager

12.20.16
Date

APPROVED AS TO FORM



Gregory S. Shaffer
Santa Fe County Attorney

12-14-16
Date


FINANCE DEPARTMENT



Don D. Moya
Santa Fe County Finance Director

12/19/16
Date

CONTRACTOR:



(Signature)
Pamela S. Hyde

(Print Name)
Sole Proprietor, LLC

(Print Title)

12/15/16
Date

EXHIBIT A
HYDE & ASSOCIATES - POLICY AND PRACTICE CONSULTING, LLC
COST PROPOSAL SANTA FE COUNTY GAP ANALYSIS
RFP # 2017-0071-CSD/IC

ASSUMPTIONS:

- A. Discounted rate will be \$125 per hour
- B. Only work actually performed will be billed. Hours not used in one task can be transferred to another task as needed.
- C. Santa Fe County/CSD will provide copies, flip charts, markers, space, etc. as needed for public meetings.
- D. No costs other than billable hours will be billed.
- E. Invoices will be provided to CSD monthly, itemized by task as indicated herein.
- F. Dates are dependent on CSD's assistance scheduling, reviewing written documents, & providing timely needed input.

I. Research and Data Analysis (Anne) -- Begun January 2017; Completed February 15, 2017

	Estimated Hours
A. Review Available Material & Summarize	15
B. Conduct Secondary Data Analysis (U.S. Census, DOH IBIS, National Data Sources, etc.)	25
C. Review Available County Data	15
D. Identify & Analyze Other Data Identified w/ CSD	10
E. Create Taxonomy to Cross Reference SDOH w/ Gap Areas, & County Data, by Zip & Category	20
G. Research Data from Other Sources or Regarding Other Areas As Identified by SFC	10
	95

II. Model Identification & Research (Anne) -- Begun March 2017; Completed May 31, 2017

A. Identify Models in NM, Region, & Nationally	20
B. Research About & Contact with Models	30
C. Summarize & Integrate Model EBPs w/ Key Criteria in Taxonomy	20
	70

III. Survey of Providers (Anne) -- Begun January 2017; Completed April 28, 2017

A. Identify Providers, Government Officials, Foundations, etc. for Survey	5
B. Develop Questions & Create Survey in Survey Pro	30
C. Coordinate w/ CSD Re Survey Dissemination & Follow Up	5
D. Analyze & Summarize Survey Data (Survey Pro basic analysis plus narrative analysis)	25
E. Integrate Survey Data into Data Structure	15
	80

EXHIBIT A

IV. Meetings w/ Providers (Marisol) -- Begun February 2017; Completed April 28, 2017

- A. Identify Provider Groups & Networks 5
- B. Coordinate w/ CSD re Contacting Providers & Arranging Meetings 5
- C. Develop Presentation Update & key Questions 10
- D. Present and/or Discuss Project, Survey, Information Needs 20
- E. Summarize & Integrate Key Elements into Taxonomy 25

65

V. Mapping (Steven) -- Begun February 2017; Completed May 26, 2017

- A. Finalize Data Elements from Earlier Stages in Project for Mapping Structure 10
- B. Develop Preliminary Framework for Mapping Based on Taxonomy 15
- C. Gather any Additional Data Needed for Mapping 10
- D. Create Maps & Overlays 30
- E. Consult with CSD & Revise Maps & Overlays 20

85

VI. Key Informant Interviews (Marisol) -- Begun January 2017; Completed March 31, 2017

- A. Identify Key Informants w/ CSD 5
- B. Develop Questions Keyed to Taxonomy & Key Issues Covered in Workplan 10
- C. Arrange & Call or Meet w/ Key Informants, Taking Notes (Assumes 20 Key Informants) 45
- D. Summarize Results & Themes; Integrate Findings into Data Structure 20

80

VII. Focus Groups (Pam) -- Begun February 2017; Completed April 28, 2017

- A. Identify Groups & Locations 5
- B. Develop Materials & Agendas for Focus Groups 10
- C. Develop Outreach & Communications Plan with CSD 5
- D. Plan, Conduct, & Facilitate Focus Groups (Assumes 5 Focus Groups) 35
- E. Summarize Results & Themes 10

65

VIII. Policy & Funding Analysis (Pam) -- Begun March 2017; Completed May 31, 2017

- A. Review All Input & Identify Crosscutting Themes 15
- B. Develop Possible Policy Approaches for Identified Gaps/Issues 15
- C. Develop Possible Funding Approaches for Identified Gaps/Issues 20
- D. Meet w/ CSD Leadership & Discuss Possibilities 10
- E. Refine Approaches/Recommendations 10

70

EXHIBIT A

IX. Report Writing (Pam) -- Begun May 2017. Completed August 31, 2017 (see projected timelines below)

A. Create Outline & Format for Report & Discuss with CSD Leadership	12
C. Write and Deliver First Draft of Report to CSD (June 12, 2017)	45
D. Meet w/ CSD re First Draft Report (Week of June 19, 2017)	4
E. Revise Report as Public (Second) Draft (by June 30, 2017)	8
F. Plan, Present, & Facilitate Public Input Meeting (by July 21, 2017)	10
H. Summarize Results & Themes from Public Input Meeting (by July 31, 2017)	6
I. Discuss Revisions to Report with CSD Leadership (by August 11, 2017)	5
J. Revise Report, Discuss with CSD, & Submit Final Report (by August 31, 2017)	10
	100

X. Project Coordination (Pam) -- Begun December 2016; Completed August 31, 2017

A. Meetings, Calls, Emails w/ CSD Leadership	16
B. Presentations & Communications About Project to Groups/Individuals Identified by CSD	4
C. Calls, Meetings, Communications Among Project Team	15
	35
TOTAL	745
	\$93,125 + GRT approx \$6,519; total no more than \$99,644

