

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND CONCENTRA MEDICAL CENTERS
TO PROVIDE EMPLOYEE PHYSICALS**

THIS AGREEMENT is made and entered into this 15th day of December, 2016, between **SANTA FE COUNTY**, hereinafter referred to as the "County", political subdivision of the state of New Mexico, and **Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers**, 720 St. Michael's Drive, Suite C, Santa Fe, NM 87505, hereinafter referred to as the "Contractor".

WHEREAS, the County requires pre-employment physicals and various medical examinations for new and current County employees; and

WHEREAS, the County recognizes that a healthy work force contributes to a more productive and stable employment environment. To reduce on the job injuries and lost time due to injury, the County has a physical program that includes mandatory pre-employment physicals as well as medical examinations for law enforcement and fire department personnel; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, competitive sealed proposals were solicited by a Request for Proposals No. 2017-0056-HR/MM (RFP) for the provision of these professional services; and

WHEREAS, based upon the evaluation criteria in the RFP, 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. CONTRACTOR'S SCOPE OF WORK

A. Provide a centralized local office in Santa Fe for the performance of the Contractor's Scope of Work under this Agreement.

B. Provide physical examinations for new and current County employees. The physical examinations will include without limitation:

- a) a brief medical history,
- b) general appearance,
- c) height, weight, build (slender, medium, heavy or obese),
- d) blood pressure,
- e) pulse,
- f) superficial lymph nodes,
- g) reflexes,
- h) eyes, pupils, ocular motility,
- i) ears, nose, throat,
- j) thorax,
- k) spine,

- l) heart,
- m) lungs,
- n) abdomen,
- o) hernia,
- p) muscle, skeletal system, strength of movement,
- q) coordination, tremor,
- r) urine, dip stick on all new or current employee(s),
- s) audiogram (new RECC employees), and
- t) tuberculosis vaccinations.

C. Examination shall include testing for the following lifting requirements based upon specific job duties:

- a) Light physical – lifting requirements 0-25 lbs. (strength and muscular endurance test),
- b) Medium physical – lifting requirements 26-50 lbs. (strength and muscular endurance test),
- c) Heavy physical – lifting requirements 51-100 lbs. (strength and muscular endurance test).

D. Provide the following additional examinations for County firefighters and law enforcement personnel:

- a) neck,
- b) fundi,
- c) vision, uncorrected – far, near, left and right; corrected – far, near left and right,
- d) color vision,
- e) skin,
- f) lab urinalysis (sugar, albumin, microscopic)
- g) extremities,
- h) neurological,
- i) respiratory function,
- j) EKG, 12-lead,
- k) SMAC (sequential multiple analysis),
- l) blood CBC,
- m) TB,
- n) RPR or equivalent,
- o) blood pressure at rest (left and right), a single 1-view chest X-ray as required for evidence of tuberculosis, and
- p) audiogram.

E. Be available to provide physicals on an “as needed” basis including after business hours and during weekends.

F. Make presentations on the status of the employee physicals program, as requested by the HR Director or the Board of County Commissioners of Santa Fe County.

G. Provide training to the County regarding prevention of work place injuries and illness.

H. Provide "fit for duty" determinations as requested by the HR Director or designee.

I. Provide the following as requested by the County:

- a) pre-employment physical examinations,
- b) office visits for return to work and follow-up,
- c) re-certification examinations for maintenance of CDL, Medical Examiner Certificate cards.

J. Provide services regarding Worker's Compensation cases.

K. Provide a system to report physical examinations and test results to the County Humans Resources Division by telephone the next work day after the physical, or two working days after the physical if X-rays are taken. Contractor shall also provide, within one week of conducting a physical, written documentation of the results of the physical or test. The written documentation shall include specific results on each of the tested items, and recommendations on the individual's fitness for duty based on the job duties.

L. As requested by the County, conduct DOT physicals for employees whose job duties require a CDL.

M. Provide annual influenza vaccination programs for County employees (approx. 800).

N. Provide hepatitis series vaccinations, tuberculosis tests, and tetanus vaccinations to required County employees.

O. Contractor shall meet the following medical requirements:

- a) Provide general support and direction and make recommendations to the County as appropriate.
- b) Provide licensed, qualified medical health care providers and other medically qualified professional staff through education, certification and experience. Such staff must provide in a cost effective manner, reasonable and comprehensive medical care for the County and its new and current employees.
- c) Possess adequate knowledge of medical screening, restrictions and requirements that are applicable to the County, such as the Americans with Disabilities Act, and the U.S. Department of Health and Human Services Occupational Safety and Health Administration requirements.
- d) Disclose any apparent or actual conflict of interest Contractor or its staff may have in performing the services under this Agreement for prospective or current County employee.
- e) Provide adequate professional staff to ensure continuous operations and the delivery of medical services during working hours as agreed upon by the County and the Contractor.

- f) All appointments scheduled by Contractor pursuant to this Agreement will be scheduled with the objective of having a waiting time of less than 30 minutes.
- g) Transmit the results of all physicals to the Human Resources Director or designee electronically by fax within five working days of the employee's appointment.
- h) Provide primary and secondary administrators who are responsible for the County's accounts and services and functions as a liaison with the County.
- i) Schedule meetings when necessary and at no cost to the County with the County Human Resources Department to resolve issues and address concerns. Allow County representatives to attend Contractor's staff meetings to discuss matters of concern to the County.
- j) Establish an intake process that identifies the County prospective or current employee prior to providing medical services, ensure that the employee has a County authorization form, appropriate identification or other documentation, or maintain other documentation that the Contractor has received verbal permission from the HR Director or his or her designee in the Human Resources Division to provide services under this Agreement. The Contractor shall include the following information as part of Contractor's intake process: 1) patient's full name, 2) social security number, 3) County department, 4) name of employee's supervisor, 5) date of visit, 6) County authorization form or documentation.
- k) Ensure the Contractor's practice and procedures comply with and utilize methods that meet all legal, federal, state or local laws, ordinance, regulations, and professional and ethical requirements.
- l) Attend legal proceedings and court hearings for the County when necessary to testify or be available for deposition on behalf of the County. Cooperate with the County Attorney's office, other legal counsel for the County or County departments when requesting information on employment related medical matters.
- m) Maintain strict confidentiality of all medical records and reports developed by Contractor in performing services under this Agreement and adhere to all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The HIPAA Privacy Rule established national standards for the protection of certain health information and HIPAA Security Rule established a nation set of security standards for protecting certain health information that is held or transferred in electronic form.
- n) Provide prior notice to the County HR Director or designee of any request by a third party for release or disclosure of medical information or records developed by Contractor in performing the services under this Agreement.
- o) Comply with any applicable provisions of OSHA that may pertain to Contractor.
- p) Obtain prior authorization from the HR Director or designee before Contractor incurs additional expenses or obligations on behalf of the County under this Agreement such as referrals to outside specialists.
- q) Send to the HR Director or designee within 30 days invoices and supporting documentation for: 1) post offer employment, 2) fitness for duty, 3) return to work, 4) other requested procedures including test results.

- r) Maintain a system for maintaining medical records created or generated by Contractor's performance of the Scope of Work under this Agreement to include: 1) all pertinent intake information, 2) supporting documentation identifying all performed procedures, 3) identify all attending physicians, 4) any other pertinent information.
- s) The originals of all medical records created or generated by the Contractor in performing the Scope of Work under this Agreement shall be the property of the County.
- t) Provide copies of all documentation and records to the County.
- u) As permitted by applicable law, allow the HR Director or designee reasonable access to review and copy records as needed.
- v) Assist in the development and implementation of future programs as approved by the County Manager or Board of County Commissioners.
- w) Recommend cost savings proposals to assist the County in cost containment.
- x) Develop, implement and enforce medical protocol and administrative procedures to comply with the Scope of Work under this Agreement.
- y) Maintain a quality assurance program that includes review of all charts by the physicians for completeness and accuracy of medical information, and maintaining good rapport with patients.

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. Any amendment to the Contractor's Scope of Work shall not be implemented until the written amendment is executed by the County and Contractor.

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 for services satisfactorily performed at the rates indicated on Exhibit A attached hereto.
- 2) The total amount payable to the Contractor during the term of this Agreement shall not exceed \$50,000.00, exclusive 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.

- 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 contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. 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.

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 contract at the same price, terms and conditions for three additional years in one-year increments. In no event, shall the term of this Agreement exceed four years total. The County may exercise this option by submitting a written notice to Contractor that the term of this 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

Neither party 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 other party. Any attempted assignment or transfer without such advance written approval by the appropriate party shall be null and void and without any legal effect.

9. SUBCONTRACTING;

A. 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 OF CONTRACTOR'S INFORMATION AND RECORDS

The County acknowledges that in the course of Contractor's performance under this Agreement and in the County's administration of this Agreement, the County may have access to or receive certain information or records which were developed by the Contractor and that Contractor considers to be proprietary, trade secrets or otherwise confidential. The parties agree that this Agreement the terms and conditions contained herein are not the subject of trade mark or proprietary or otherwise confidential. The parties agree that the confidentiality and disclosure of medical records and health information generated by the Contractor in performing the Scope of Work under this Agreement are protected and restricted pursuant to HIPAA and other federal and state laws including the New Mexico Inspection of Public Records Act, 14-2-1, NMSA 1978.

The Contractor shall mark "confidential" any information, document or record that belongs to the Contractor and is provided to the County as part of Contractor's performance of services under this Agreement and which Contractor considers to be a trade secret, proprietary or otherwise confidential. The County will notify Contractor if the County receives a third party request under the New Mexico Inspection of Public Records Act or any other law, for any record which Contractor has marked "confidential". The County shall abide by the requirements of the New Mexico Inspection of Public Records Act in determining the disposition of any request for inspection of a public record. Contractor agrees that it will be solely responsible for timely raising objection to any disclosure or request for inspection of

Contractor's confidential information in a court of competent jurisdiction. The County's making available for inspection or disclosure of a record marked "confidential" by the Contractor, but which is not exempt from inspection under the New Mexico Inspection of Public Records Act and/or exempt from production in response to a subpoena, shall not be grounds for Contractor to terminate this Agreement.

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

A. Subject to 12 above regarding Contractor's confidential information and records, 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 County agrees that Contractor has created and developed its own materials that may be used by the Contractor in performing the Contractor's Scope of Work under this Agreement. Contractor's ownership or intellectual property interest in its preexisting records, materials or information, including any copyright in such records, materials or information, will remain the property of the Contractor.

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 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 federal and 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 reasonable attorneys' fees) resulting directly or indirectly 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
Attn: Santa Fe County Manager
P.O. Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

To the Contractor: Concentra Medical Centers
Attn: Katherine Christner
720 St. Michael's Drive, Suite C
Santa Fe, New Mexico 87505

with copy to:

Occupational Health Centers of the Southwest, P.A.
Attn: Legal Department
5080 Spectrum Drive, Suite 1200 West Tower
Addison, Texas 75001

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 \$1,050,000.00 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. Malpractice/Errors and Omissions Insurance. The Contractor shall procure and maintain during the life of this Agreement professional liability (malpractice/ errors and omissions) insurance with policy limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.

D. Workers' Compensation Insurance. The Contractor shall comply with the provision of the Workers' Compensation Act.

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. 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. AGENT FOR SERVICE OF PROCESS

The Contractor appoints CT Corporation System, 123 Marcy Street, Suite 101, Santa Fe, NM 87501, as its agent upon whom service of process and writs in any action or proceeding arising out of or related to this Agreement may be served. Contractor agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

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

Agreement No. 2017-0056-HR/MM

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

SANTA FE COUNTY


Katherine Miller
Santa Fe County Manager

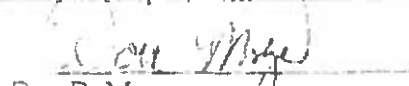
11/22/16
Date

Approved as to form


Gregory S. Shaffer
Santa Fe County Attorney


11-22-16
Date

Finance Department


Don D. Moya
Interim Finance Director

11-23-16
Date

CONTRACTOR:

DocuSigned by:
Robert G. Hassett, D.O., MPH


11/28/2016
Date

Robert G. Hassett, D.O., MPH
(Print Name)

President, Treasurer and Corporate Secretary
(Print Title)