

AGR15-4193



INCORPORATED COUNTY OF LOS ALAMOS PRICE AGREEMENT for SERVICES

This **PRICE AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Rio Grande Drug Testing Associates, LLC**, a New Mexico limited liability corporation ("Contractor"), to be effective for all purposes June 5, 2015.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 2015-1988 (the "RFP") on January 25, 2015, requesting proposals for Occupational Medicine Services, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a proposal dated February 18, 2015; and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was a successful offeror for a portion of the services listed in the RFP; and

WHEREAS, the aggregate compensation between this Agreement and the other two (2) Agreements made in response to RFP 2015-1988, identified below, is not to exceed **TWO HUNDRED THOUSAND DOLLARS** (\$200,000.00), excluding New Mexico gross receipts taxes ("NMGRT"); and

WHEREAS, Contractor will provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES AND DELIVERABLES.

Contractor shall:

1. Provide urine drug screen collection and breath alcohol testing;
2. Provide itemized billing on a monthly basis;
3. Maintain records pertaining to services rendered as required by law;
4. Fax and mail results of each breath test performed and fax a copy of the drug screen chain of custody form completed to the County Risk Management Office; and
5. Provide Services listed above, Monday through Friday, during regular business hours.

SECTION B. TERM: The term of this Agreement shall commence May 14, 2015, and shall continue for four (4) years to May 13, 2019, with an option at the sole discretion of County, to extend the Agreement for three (3) additional one (1) year periods under the same terms and conditions, unless sooner terminated, as provided herein.



SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in accordance with the Compensation Rate Schedule set out as Exhibit "A." Prices listed in Exhibit "A" are unit prices for a single drug screen collection or breath alcohol test performed by Contractor as provided herein.
2. Total compensation for life of all Agreements made in response to RFP 2015-1988 (this Agreement and Price Agreements, Nos. AGR15-4194 and AGR15-4195), including all possible extensions, shall not exceed a combined total of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), excluding NMGR.
3. **Monthly Invoices.** Contractor shall submit itemized invoices to Los Alamos County Risk Management Division Office, 101 Camino Entrada, Building 5, Los Alamos, New Mexico 87544 showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Contractor shall be responsible for remittance of the NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that exceeds the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for

hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured and provide that County will be notified no less than thirty (30) days in advance of cancellation.

1. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:
Risk Manager
Incorporated County of Los Alamos
101 Camino Entrada, Building 5
Los Alamos, New Mexico 87544

Contractor:
Mike Perea
Rio Grande Drug Testing Assocs. LLC
706 D La Joya St.
Española, New Mexico 87532

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST


SHARON STOVER
COUNTY CLERK



INCORPORATED COUNTY OF LOS ALAMOS

BY:  6/13/15
HARRY BURGESS
COUNTY MANAGER DATE

Approved as to form:


REBECCA W. EHLE
COUNTY ATTORNEY

**RIO GRANDE DRUG TESTING ASSOCIATES
INC, A NEW MEXICO LIMITED LIABILITY CORPORATION**

BY: Mike C. Perea, RN 6-19-15
NAME: Mike C. Perea, RN DATE
TITLE: Co-Owner

EXHIBIT A
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COMPENSATION RATE SCHEDULE

Offeror's name: Rio Grande Drug Testing Associates, LLC

Offeror shall provide a cost for each service/per year as follows:

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Physical Examinations:							
Pre-Assignment/Pre-Employment	\$	\$	\$	\$	\$	\$	\$
Pre-Academy Law Enforcement	\$	\$	\$	\$	\$	\$	\$
Post-Illness or Injury/Return to Work/Fit for Duty	\$	\$	\$	\$	\$	\$	\$
Termination of Assignment	\$	\$	\$	\$	\$	\$	\$
Commercial Driver Medical Exam Certification	\$	\$	\$	\$	\$	\$	\$
Medical Services:							
Audiogram	\$	\$	\$	\$	\$	\$	\$
Respirator Questionnaire/Exam	\$	\$	\$	\$	\$	\$	\$
Respirator Fit Test	\$	\$	\$	\$	\$	\$	\$
Infectious Agent Immunization/Testing:							
Hepatitis A	\$	\$	\$	\$	\$	\$	\$
Hepatitis B	\$	\$	\$	\$	\$	\$	\$
Rabies	\$	\$	\$	\$	\$	\$	\$
Tetanus/Tdap	\$	\$	\$	\$	\$	\$	\$
HBV Antibody Testing	\$	\$	\$	\$	\$	\$	\$
Infectious Agent Post-Exposure evaluation, treatment and Counseling	\$	\$	\$	\$	\$	\$	\$
Urine Drug Screen Collection	\$ 25	\$ 30	\$ 30	\$ 30	\$ 35	\$ 35	\$ 40
Breath Alcohol Testing	\$ 30	\$ 30	\$ 30	\$ 35	\$ 35	\$ 40	\$ 40
AED Program Medical Direction	\$	\$	\$	\$	\$	\$	\$
Medical Advise:							
Assist in Development of Programs	\$	\$	\$	\$	\$	\$	\$
Advise County on questions related to job placement,							