

AGR15-4195



**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 **Medical Associates of Northern New Mexico, P.A.**, a New Mexico professional association ("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 November February 18, 2015; and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the 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:

Contractor shall:

1. Provide medical examinations for pre-assignment/pre-employment, post-illness or injury, fitness-for-duty, and termination of assignment;
2. Provide medical surveillance of workers to workplace hazards;
3. Provide certification examinations for commercial drivers;
4. Provide assistance with infectious control programs including antibody testing, immunizations for blood borne pathogens, post exposure evaluation and treatment;
5. Provide urine drug screen collection;



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LOS ALAMOS COUNTY, NM Naomi D Maestas - Deputy



6. Provide toxicological assessment and planning related to workplace hazards;
7. Provide advice related to the adequacy of personal protective equipment;
8. Provide advice in relation to job placement, restrictions and accommodations for disabled, pregnant, other workers with medical conditions of concern;
9. Provide advice related to enhancing health promotion and wellness programs;
10. Provide itemized billing on a monthly basis; and
11. Maintain offices in Los Alamos County.

Deliverables:

1. Contractor shall maintain records pertaining to services rendered as required by law.
2. Contractor shall create, store, maintain, release and transmit personal health information, and medical records in accordance with all applicable state and federal regulations.
3. Contractor shall mail results via U.S. Mail of physical examinations or other medical services rendered to the requesting County representative in County Human Resources Department or Risk Management within twenty-four (24) hours of receipt of all information to complete the examination or medical service. Results shall include recommendations and any necessary or recommended referrals, restrictions or follow-up visits.
4. Contractor shall provide services listed during Contractor's normal 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".
2. Total compensation for the life of all Agreements made in response to RFP 2015-1988 (this Agreement and Price Agreement Nos. AGR15-4193 and AGR15-4194), including all possible extensions, shall not exceed a combined total of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), excluding NMGRT.
3. **Monthly Invoices.** Contractor shall submit itemized invoices to to Los Alamos County Human Resources Office, 1000 Central Avenue, Suite 230, Los Alamos, New Mexico 87544, showing amount of compensation due, amount of any NMGRT, 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 NMGRT 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:


Brian Summers
Medical Associates of Northern NM
3971 West Road, Suite A
Los Alamos, New Mexico 87544

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.

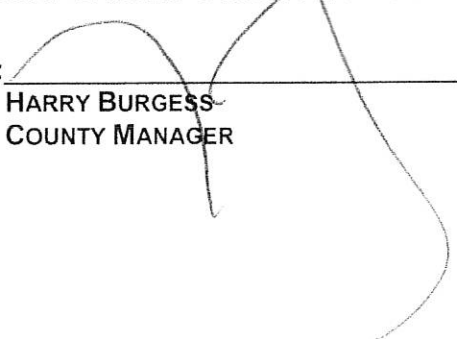
ATTEST


SHARON STOVER
COUNTY CLERK

Approved as to form:

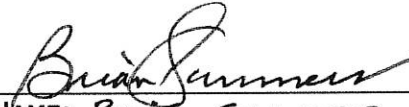

REBECCA W. EHLER
COUNTY ATTORNEY

INCORPORATED COUNTY OF LOS ALAMOS

BY: 
HARRY BURGESS
COUNTY MANAGER

6/3/15
DATE

MEDICAL ASSOCIATES OF NORTHERN NEW
MEXICO, P.A., A NEW MEXICO PROFESSIONAL
ASSOCIATION

BY: 
NAME: Brian Summers
TITLE: Practice Administrator

DATE 6/12/2015

EXHIBIT A
AGR15-4195
COMPENSATION RATE SCHEDULE

Offeror's name: MEDICAL ASSOCIATES OF NORTHERN NM

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	\$ 192	\$ 196	\$ 200	\$ 204	\$ 208	\$ 212	\$ 216
Pre-Academy Law Enforcement	\$ 192	\$ 196	\$ 200	\$ 204	\$ 208	\$ 212	\$ 216
Post-illness or Injury/Return to Work/Fit for Duty	\$ 192	\$ 196	\$ 200	\$ 204	\$ 208	\$ 212	\$ 216
Termination of Assignment	\$ 192	\$ 196	\$ 200	\$ 204	\$ 208	\$ 212	\$ 216
Commercial Driver Medical Exam Certification	\$ 177	\$ 181	\$ 184	\$ 188	\$ 192	\$ 195	\$ 199
Medical Services:							
Audiogram	\$ 35	\$ 36	\$ 37	\$ 38	\$ 39	\$ 40	\$ 41
Respirator Questionnaire/Exam	\$ N/A	\$	\$	\$	\$	\$	\$
Respirator Fit Test	\$ N/A	\$	\$	\$	\$	\$	\$
Infectious Agent Immunization/Testing:							
Hepatitis A	\$ 94	\$ 96	\$ 98	\$ 100	\$ 102	\$ 104	\$ 106
Hepatitis B	\$ 106	\$ 108	\$ 110	\$ 112	\$ 115	\$ 117	\$ 119
Rabies	\$ 35	\$ 36	\$ 37	\$ 38	\$ 39	\$ 40	\$ 41
Tetanus/Tdap	\$ 75	\$ 77	\$ 78	\$ 80	\$ 81	\$ 83	\$ 84
HBV Antibody Testing	\$ 15	\$ 15	\$ 16	\$ 16	\$ 16	\$ 17	\$ 17
Infectious Agent Post-Exposure evaluation, treatment and Counseling	\$ 150	\$ 153	\$ 156	\$ 159	\$ 162	\$ 166	\$ 169
Urine Drug Screen Collection	\$ 15	\$ 15	\$ 16	\$ 16	\$ 16	\$ 17	\$ 17
Breath Alcohol Testing	\$ N/A	\$	\$	\$	\$	\$	\$
AED Program Medical Direction	\$ N/A	\$	\$	\$	\$	\$	\$
Medical Advise:							
Assist in Development of Programs	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 182	\$ 186
Advise County on questions related to job placement.							
restrictions, accommodations with medical conditions of concern	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 182	\$ 186
Adequacy or personal Protective Equipment	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 182	\$ 186
Workplace Wellness Promotion	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 182	\$ 186
Total	\$ 2130	\$ 2173	\$ 2216	\$ 2260	\$ 2306	\$ 2352	\$ 2399



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance del Norte 810 Calle Mejia Suite 105 Santa Fe NM 87501	CONTACT NAME: Ins del Norte SF PHONE (A/C, No, Ext): (505) 820-6726 FAX (A/C, No): (505) 424-0242 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company NAIC # 19100 INSURER B: Hartford Underwriters Ins. co. 30104 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MEDICAL ASSOCIATES OF NORTHERN NM 3917 WEST RD STE A LOS ALAMOS NM 87544-2292	

COVERAGES

CERTIFICATE NUMBER: CL1561200432

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ACBPB07225940658	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EPLIC \$ 50,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		34WECPM9870	1/1/2015	1/1/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Agreement number AGR15-4195

Below listed certificate holder is also listed as an additional insured on the policy.

CERTIFICATE HOLDER

CANCELLATION

County of Los Alamos
1000 Central Ave. Suite 350
Los Alamos, NM 87544

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PO701

PURCHASE REQUISITIONS EDIT LIST

Signature: _____

Denise Cassel, HR Manager

Signature: _____

Harry Burgess, County Mgr

PR #	Subject	Auto PO	Requestor	Required	PR Amount	Disc	Bal	Cmp
PR 99026	HR & Risk/SVC: Medical Services Requested by Kathy Casados/Eric Edmonds	NO	PER08	06/30/16	20,000.00		Y	Y
				Requested on 08/10/15				

Line/ Vdr	Item / Description	Inv.Loc	Commodity	Quantity	Units	Unit Price	Extended Price	Gross Unit Price	Discount	Tax	Bal
1	HR: Pre-employment Physicals and Drug Screens		004010	10,000.000	DL	1.00	10,731.25	1.00		LA	Y
13945	MEDICAL ASSOCIATES OF NORTHERN										
2	Risk: EE Physicals, Vaccinati ons, Drug Tests FOR BOTH LINES 1 & 2: AGR15-4195, RFP2015-1988 Approved: 6/3/2015 Term: 5/14/15-5/13/19 Monthly invoicing in accordance with Compensation Rate Schedule in Exhibit A MEDICAL ASSOCIATES OF NORTHERN		004010	10,000.000	DL	1.00	10,731.25	1.00		LA	Y

Line	Acct Code	GL Description	Debits	Credits
1	HR1101-8353	HR ADMINISTRATION	10,731.25	0.00
	999 2913	Purchase Requisition Entry	0.00	10,731.25
2	RM1010-8353	GENERAL ADMINISTRATION	10,731.25	0.00
	999 2913	Purchase Requisition Entry	0.00	10,731.25
			21,462.50	21,462.50
			=====	=====

MANNM
Med Svc