

AGR15-4195-A3

**AMENDMENT NO. 3
INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT NO. 15-4195**

This **AMENDMENT NO. 3** 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 August 5, 2020.

WHEREAS, County and Contractor entered into Agreement No. AGR15-4195 dated July 13, 2015, and Amendment No. 1 AGR15-4195-A1, dated April 1, 2019 and Amendment No. 2 AGR15-4195-A2, dated July 1, 2020 (as amended, the "Agreement") for Occupational Medicine Services; and

WHEREAS, as part of a multiple award for Occupational Medicine Services, County also entered into Agreement No. AGR15-4194 dated July 13, 2015, and Amendment No. 1 AGR15-4194-A1, dated April 1, 2019, and Amendment No. 2 AGR15-4194-A3, dated July 1, 2020, with Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers, and Agreement No. AGR15-4193 dated June 5, 2015 with Rio Grande Drug Testing Associates; and

WHEREAS, the Agreement No. AGR15-4193 with Rio Grande Drug Testing Associates was not renewed; and

WHEREAS, the aggregate compensation between this Agreement AGR 15- 4195 as amended, and the other two (2) Agreements as amended was not to exceed two hundred thousand dollars (\$200,000.00), excluding New Mexico gross receipts taxes ("NMGRT");

WHEREAS, the compensation to date has exceeded that amount; and

WHEREAS, the Chief Purchasing Officer, after consultation with the County Attorney, has determined that signature authority by County Council should have been obtained once the aggregate compensation exceeded two hundred thousand dollars (\$200,000.00); and

WHEREAS, additional compensation is also needed to allow for services during an interim period when a new Request for Proposals and a new Agreement or Agreements can be executed; and

WHEREAS, the County Council now ratifies and affirms the award of this Agreement and finds that neither Contractor nor County acted fraudulently or in bad faith; and

WHEREAS, this Amendment was approved by County Council on August 4, 2020.

NOW, THEREFORE, for good and valuable consideration, County and Contractor agree as follows:
Delete SECTION C. COMPENSATION in its entirety and replace with the following:

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 Agreement No. AGR15-4194, as amended, including all possible extensions, shall not exceed a combined total of THREE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$325,500.00), excluding NMGRT.

- 3. Monthly Invoices.** Contractor shall submit itemized invoices 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 NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice

Except as expressly modified by this Amendment, the terms and conditions of the Agreement remain unchanged and in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 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

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

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

BY: _____
NAME: _____ **DATE**
TITLE: _____