



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES 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 **Los Alamos Retired and Senior Organization**, a New Mexico corporation ("Contractor"), to be effective for all purposes July 1, 2018.

**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. 18-24 (the "RFP") on December 3, 2017, requesting proposals for Recreation and Social Services for FY2019 - 2021, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated January 11, 2018 ("Contractor's Response") which is incorporated herein by reference for all purposes; and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 26, 2018; and

**WHEREAS**, Contractor shall 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 provide facilities, equipment and qualified personnel necessary to deliver the equivalent of forty (40) hours per week of assessment, referral and coordination of services for identified needs and ongoing case management. Contractor shall conduct and coordinate home-based care services by qualified personnel to individuals aged sixty (60) or older and frail adults who are eighteen (18) year of age or older, and residing in Los Alamos, and who are without other means for receiving such care. Contractor shall provide the services as follows:

1. Ensure home-based services are supported by clearly identified best practices and/or models for this target population that have been recommended to and approved by County.
2. Coordinate efforts with other community organizations that also serve the interests of older and frail adults to identify participants, evaluate care services provided, and provide support services including, but not limited to, transportation, meals, access to social events, counseling, legal advocacy, access to medical programs, and other community services. Potential partnering agencies include but are not limited to law enforcement, Los Alamos Medical Center's social work staff and discharge planners, physicians, home-care providers,

visiting nurses, Senior Centers, code enforcement personnel, and licensed behavioral health care providers.

3. Provide services to those sixty (60) years of age and older and to frail adults, at least eighteen (18) years of age, who meet the following eligibility criteria, as reasonably determined by Contractor as follows:
  - a. Los Alamos County resident not in a residential or nursing facility;
  - b. Requires supervision of daily activities, as determined by physician and family reports, Adult Protective Services, or based on home visits by qualified personnel;
  - c. Has the ability to feed and toilet himself/herself with minimal assistance;
  - d. Can participate in home-based services without exhibiting disruptive behavior, including but not limited to, restlessness, wandering, threatening, or unsafe behaviors; and
  - e. Individual is not eligible for other similar programs or services, or for programs or services for the developmentally disabled.
4. Develop and deliver a care coordination program for home-based services, including the following:
  - a. Propose criteria by which older and frail adults shall be screened and assessed as eligible for home-based services, as well as develop any necessary forms or documents. These forms and documents shall include, but not be limited to, a referral/intake form, assessment form, home environment review, individualized care plan document, place for progress notes and evaluation form. The developed criteria and forms shall be reviewed and approved by County before use by Contractor;
  - b. Review participants' health status, their functioning with activities of daily living, and their commitment to work with a care coordinator;
  - c. Identify and document participants' key needs and priorities, set goals with participants, and establish care coordination plans with participants in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) guidelines;
  - d. Provide regular care coordination and follow-up, monitor, document and evaluate progress including any changes to needs, participant responses, outcomes, and any needed interagency case management;
  - e. Educate and coach participants on self-management techniques, particularly with their medications; and
  - f. Perform fiscal year end analysis on participants' services, responses, outcomes, and impacts, in order to improve upon care coordination strategies, and policy and procedures development.

**DELIVERABLES:** Contractor shall provide the deliverables as follows:

1. An annual financial review performed by an independent party with acknowledged financial experience to include, at a minimum, all financial records relating to the contract period, and furnishing County with a copy of the first such review by September 30, 2018. A copy of Contractor's most recent financial audit performed by an accountant or accounting firm may be accepted in lieu of the financial review. This provision shall survive termination of this Agreement.
2. Quarterly progress reports covering services provided to County shall be submitted to the Community Services Department within thirty (30) days from the end of each quarter beginning July 1, 2018. The reports shall include, but not be limited to:

- a. The number of programs and services plus the participation levels for those programs and services;
- b. Evidence of efforts to develop and promote events, programs, and services;
- c. Details on outcome-based results for the scope of services;
- d. A narrative account of any and all services, displays, exhibits, programs or other activities conducted which relate to the requested scope of work;
- e. Financial information regarding the use of County funding;
- f. A description of the opportunities for participants and their relatives' feedback and input regarding programs and services, as well as how this information will be incorporated into the design and implementation of new and existing services; and
- g. A report on efforts to coordinate programs/events/activities with other local organizations.

3. Other Information related to the home base services as may be requested in writing.

**SECTION B. TERM:** The term of this Agreement shall commence July 1, 2018 and shall continue through June 30, 2021, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for an additional (1) one-year period, unless sooner terminated, as provided therein.

#### **SECTION C. COMPENSATION:**

**1. Amount of Compensation.** For County Fiscal Year 2019, County shall pay compensation for the performance of the Services in an amount not to exceed FIFTY-FIVE THOUSAND FOUR HUNDRED FOURTY ONE DOLLARS (\$55,441.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"), and shall be paid in accordance with the rate schedule attached hereto and made a part hereof for all purposes as "Exhibit A."

Total compensation for the performance of the Services for the County's Fiscal Year 2019 through Fiscal year 2021, with a possible extension for Fiscal Year 2022, shall not exceed the total amount of TWO HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS (\$221,764.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGRT") and does include reimbursable expenses in accordance with this Exhibit "A", unless such compensation is adjusted via negotiations for Fiscal Years 2020 and 2021, and possible extension period for Fiscal Year 2022, as outlined below. Annual compensation for County Fiscal Years 2020 through 2021, with a possible extension for Fiscal Year 2022, as well as total compensation, shall be negotiated between Contractor and County. Such negotiated amount for each fiscal year and total compensation shall not exceed the amounts proposed in Contractor's Response.

**2. Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Community Services Department Director or designee showing services provided, hours worked, reimbursable expenses, 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 solely responsible for timely and correctly billing, collecting and remitting all 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 shall 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 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 shall 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 meets 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 shall 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 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. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
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:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate 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 shall 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 shall 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 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:

Project Manager  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 310  
Los Alamos, New Mexico 87544

Contractor:

Pauline Powell Schneider, Executive Director  
Los Alamos Retired and Senior Organization  
1101 Bathtub Row  
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**

**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**

**LOS ALAMOS RETIRED AND SENIOR ORGANIZATION,**  
**A NEW MEXICO NON-PROFIT CORPORATION**

**By:** \_\_\_\_\_  
**PAULINE POWELL SCHNEIDER** **DATE**  
**EXECUTIVE DIRECTOR**

**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR18-24b**

For the period July 1, 2018 through June 30, 2019, monthly payments shall be made for services in a total annual amount not to exceed FIFTY FIVE THOUSAND FOUR HUNDRED FORTY ONE DOLLARS (\$55,441.00) payable in arrears. Annual compensation shall not exceed the amounts listed below for each County fiscal year by expense category. Contractor shall submit monthly invoices showing amounts due for program expenses and personnel expenditures. Program expenses shall be paid on a reimbursable basis.

Total compensation for the performance of the Services for the County's Fiscal Year 2019 through Fiscal Year 2021 with a possible extension for Fiscal Year 2022 shall not to exceed the amount of TWO HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FOUR DOLLARS (\$221,764.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGR") and does include reimbursable expenses in accordance with this Exhibit "A", unless such compensation is adjusted via negotiations for Fiscal Years 2020 and 2021, and possible extension period for Fiscal Year 2022, as outlined below. Annual compensation for County Fiscal Years 2020 through 2021, with a possible extension for Fiscal Year 2022, as well as total compensation, shall be negotiated between Contractor and County. Such negotiated amount for each fiscal year and total compensation shall not exceed the amounts proposed in Contractor's Response.

The total amount of compensation for the contract periods listed below shall not exceed the amount listed in each column. (Amounts from one contract period shall not carry over for the next period.)

<b>For the Contract Period</b>	<b>General Operating</b>	<b>Program Services</b>	<b>Total Compensation shall not exceed:</b>
7/1/2018 through 6/30/2019	\$47,793.00	\$7,648.00	\$55,441.00
7/1/2019 through 6/30/2020	\$47,793.00	\$7,648.00	\$55,441.00
7/1/2020 through 6/30/2021	\$47,793.00	\$7,648.00	\$55,441.00
7/1/2021 through 6/30/2022	\$47,793.00	\$7,648.00	\$55,441.00
<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>\$221,764.00</b>