



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 non-profit corporation ("Contractor"), to be effective for all purposes July 1, 2022.

WHEREAS, the County Purchasing Officer 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. 23-02 (the "RFP") on April 20, 2022, requesting proposals for Home Based Services for Older and Frail Adults, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated May 11, 2022 ("Contractor's Response"); 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 28, 2022; 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 a week of assessment, referral, and coordination of services for identified needs and ongoing case management. Contractor shall conduct home-based services ("Services") to individuals residing in Los Alamos County aged sixty (60) years of age and older and frail adults who are eighteen (18) years of age or older ("Participants"). Services shall be provided to Participants who are not in a residential or nursing facility, and who are without other means for receiving such Services or are ineligible for similar services, such as programs for the developmentally disabled.

Contractor shall provide the Services as follows:

1. Ensure Services are supported by clearly identified best practices and models for this target population.
2. Contractor shall reasonably determine that Participants seeking services are able to meet Activities of Daily Living on their own or with minimal assistance. These activities include, but are not limited to, eating, bathing, dressing, toileting, and physically moving oneself on one's own.
3. Contractor shall assess Participants participating in Services to ensure Participants are not exhibiting unsafe behavior, including but not limited to, restlessness, wandering, threatening,

or other similar behaviors. Participants exhibiting unsafe behavior shall not be eligible to participate in the Contractor's Adult Day Program.

4. Contractor shall provide Services to Participants requiring some supervision of activities, as determined by physician and family reports, Adult Protective Services, or based on home visits by qualified personnel.
5. Contractor shall identify and assess Participants' service needs, and evaluate and monitor Services provided to eligible Participants.
6. Contractor shall work collaboratively with community organizations also serving older and frail adults including, but not limited to, services involving transportation, meals, access to social events, counseling, legal advocacy, access to medical programs, and other community services. Partnering agents shall include but are not limited to law enforcement, social work staff and discharge planners, physicians, home-care providers, visiting nurses, senior centers, and licensed behavioral health care providers.
7. Contractor shall provide a care coordination program for the Services, to include the following:
 - a. Standards by which Participants shall be screened and assessed as eligible for Services;
 - b. Contractor shall review Participants' health status, level of functioning with activities of daily living, including assessments for fall risks, and commitment to work with a care coordinator;
 - c. Contractor shall assess, 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 ("HIPAA") guidelines;
 - d. Contractor shall provide regular care coordination and follow-up; and monitor, document and evaluate Participants progress which shall include any changes to needs, Participant responses, outcomes, and any interagency case management;
 - e. Contractor shall educate and coach Participants, family members and caregivers on health, safety, and self-management techniques, particularly related to medications and reminders;
 - f. Contractor shall work with family members setting goals, establishing care coordination plans, and goal accomplishments; and
 - g. Contractor shall offer group strength training and balance activities, cultural and social opportunities, such as attending the Farmer's Market and local concerts, and craft and art activities to Participants;
 - h. Once a month, Contractor shall provide Participants access to services from the Los Alamos Visiting Nurses that includes oxygen level checks, assistance with filling medication/pill boxes, and general question and answer sessions;
 - i. Once a month, for a fee and by appointment, Contractor shall provide Participants access to toenail cutting services;
 - j. As available, Contractor shall provide Participants access to medical equipment, such as wheelchairs, walkers, rollators, shower chairs, grab bars, and disposable underwear, at no cost and for as long as it is needed for use;
 - k. Contractor shall provide Participants access to all general senior center activities.
 - l. Contractor shall perform bi-annual analysis of Services, Participants' responses, outcomes, and impacts, in order to improve upon care coordination strategies, and policy and procedure development.
8. **Deliverables:**
 - a. Contractor shall provide monthly progress reports to the County to the Social Services Division Manager covering Services provided within fifteen (15) days from end of the previous month. These reports shall include, but not be limited to:

- (1) The number of programs and Services provided by Contractor and the participation or attendance levels for those programs and services;
 - (2) Evidence of Contractor's efforts to develop and promote events, programs, and services over the previous month;
 - (3) A narrative account of any and all services, programs, or other activities conducted which relate to the Services;
 - (4) Measures and outcomes of Contractor's programs and services, as well as how Contractor gathered data and monitored and evaluated their performance and effectiveness;
 - (5) Financial information regarding the use of County funding;
 - (6) A description of the opportunities for Participants and their family members to provide feedback and input regarding programs and services, as well as how this information shall be incorporated into the design and implementation of new and existing services; and
 - (7) The level and results of Contractor's collaboration and coordination of effort with other organizations, service providers and volunteers, including a description of any collaboration or coordination efforts.
- b. Contractor shall provide an annual financial review or copy of Contractor's most recent financial audit performed by an accounting firm.
 - c. Additional information related to the Services as requested by County.

9. FACILITY

- a. In conjunction with the terms and conditions agreed upon in AGR20-42, specifically Section A(3), County shall provide Contractor with the use of the following County facilities (all hereinafter referred to as the "Facility" or "Facilities") during the times and days and for the uses indicated below. This section is expressly made subject to County's right, in the event of a declared County emergency or as otherwise determined by County, to use the premises assigned to Contractor for any County purpose during the time of emergency and recovery period. County reserves the right to enter the Premises for building maintenance and repair at such times and in such a manner as County deems necessary.
 - (1) The Primary Facility, located at 1101 Bathtub Row, Los Alamos, New Mexico 87544. The Primary Facility is available for Senior programming, at a minimum, from the hours of 7:30 a.m. to 4:30 p.m. (Monday through Friday) and Saturdays from 10:00 a.m. to 1:00 p.m., excluding County holidays and Columbus Day. Note: The Los Alamos Senior Programs has regularly scheduled approximately 50% of weekday evenings and weekend hours. County and Contractor may negotiate changes in hours or time on an as-needed basis.
 - (2) The White Rock Senior Center and the Meal Center located at 137 and 139 Longview, White Rock, New Mexico 87547. The White Rock Senior Center is available for Senior programming, at a minimum, from the hours of 10:00 a.m. to 4:00 p.m., Monday through Friday, excluding County holidays and Columbus Day; Saturdays, 10:00 a.m. to 1:00 p.m.; and Sundays 1:00 p.m. to 4:00 p.m. County and Contractor may negotiate changes in hours or time on an as-needed basis.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2022, and shall continue through June 30, 2024, unless sooner terminated, as provided herein. At County's sole option this Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation, including any possible extensions, in an amount not to exceed THREE HUNDRED NINE THOUSAND SIXTY DOLLARS (\$309,060.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A", attached hereto, and made a part hereof for all purposes. Reimbursable expenses shall be paid as follows:
 - a. **Mileage:**
County shall compensate Contractor at the current Federal Rate. The rate shall apply for Contractor's travel, approved by County, and related to the Services identified herein and in accordance with Exhibit "A", "Compensation Rate Schedule".
 - b. **Supplies:**
County shall reimburse supplies expenses, approved by County, at actual costs in accordance with Exhibit "A", "Compensation Rate Schedule".
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager 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 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 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 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) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) 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; ONE MILLION DOLLARS (\$1,000,000.00) 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 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 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:
Social Services Division Manager
Incorporated County of Los Alamos
1183 Diamond Drive, Suite E
Los Alamos, New Mexico 87544

Contractor:
Bernadette Lauritzen, 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. NO IMPLIED WAIVERS: The failure of the County to enforce any provision of this Agreement is not a waiver by the County of the provisions or of the right thereafter to enforce any provision(s).

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

SECTION W. 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.

SECTION X. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION Y. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

[this section intentionally left blank]

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: _____ **DATE**
STEVEN LYNNE
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

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

BY: _____ **DATE**
BERNADETTE LAURITZEN
EXECUTIVE DIRECTOR

Exhibit "A"
Compensation Rate Schedule
AGR23-02

For the Contract Period	Services and Programs	Travel	Supplies	Total Compensation shall not exceed:
7/1/2022 through 6/30/2023	\$52,391.00	\$583.00	\$5,239.00	\$58,213.00
7/1/2023 through 6/30/2024	\$53,963.00	\$600.00	\$5,396.00	\$59,959.00
7/1/2024 through 6/30/2025	\$55,582.00	\$618.00	\$5,558.00	\$61,758.00
7/1/2025 through 6/30/2026	\$57,250.00	\$636.00	\$5,725.00	\$63,611.00
7/1/2026 through 6/30/2027	\$58,967.00	\$655.00	\$5,897.00	\$65,519.00
TOTAL NOT TO EXCEED	\$278,153.00	\$3,092.00	\$27,815.00	\$309,060.00