



## 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 Juvenile Justice Advisory Board**, 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. 23-01 (the "RFP") on April 19, 2022, requesting proposals for Early Intervention Services for At-Risk Elementary School Youth and Families, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated May 10, 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:

#### 1. Early Intervention Services for At-Risk Elementary School Youth and Families

- a. Contractor shall provide facilities, equipment, and qualified personnel necessary to conduct comprehensive early intervention services for at-risk elementary school youth and their families as may be referred from community entities including Los Alamos Public Schools (LAPS), Children Youth and Family Services ("CYFD"), community organizations, private therapists and physicians, and the family and youth themselves. Areas of focus shall include, but are not limited to:
  - 1) Development of plans to support youth and families with positive behavioral management;
  - 2) Delinquency prevention, including truancy, vandalism, or other identified at-risk behaviors;
  - 3) Alcohol, tobacco, and substance abuse assessment, prevention, deterrence, and treatment; and

- 4) Healthy living and life skills building, guidance, mentoring, leadership development, and other support to improve self-esteem and decision-making.
- b. Upon the effective date of this Agreement, Contractor shall provide one full-time Family Resource Specialist (“FRS”) licensed mental health professional, to identify, advocate for, implement, coordinate, administrate, and evaluate services for elementary school-aged at-risk youth and their families on an ongoing basis. Within ninety (90) days of the effective date of this Agreement, Contractor shall provide a second full-time FRS licensed mental health professional. The FRSs shall work alongside and collaborate with Contractor’s other Resource Specialists and receive direct supervision and support from Contractor’s Program Manager.
  - c. Contractor shall:
    - 1) Conduct outreach to at-risk elementary youth and their families, including those home-schooled, as well as social services and/or community providers who regularly interact with elementary school-aged youth, such as pediatricians and hospital staff to raise awareness of the Services;
    - 2) Network and work with school staff, including students, teachers, counselors, nurses, administrators, community organizations, pediatricians, homeschoolers, parents, and other community entities and stakeholders to identify youth at risk;
    - 3) Present and promote the Services to identified youth and their families and invite their participation;
    - 4) Administer an assessment tool for youth and/or their family to measure strengths and challenges and as a basis for creating individualized goals and plans;
    - 5) Develop individualized plans for each youth that build on their strengths and identify programs and services to address challenges, which may include but are not limited to, chronic tardiness/truancy, mental health/behavioral issues, drug/alcohol/tobacco use, vandalism, food insecurity, economic situation, life skills, healthy living, and family dynamics;
    - 6) Assist families with accessing services and overcoming barriers to participate in the Services, and make efforts to reduce the stigma associated with seeking support and services;
    - 7) Provide regular check-ins and follow-ups with youth and families;
    - 8) Attend local meetings and present to community organizations as requested by County;
    - 9) Keep and maintain a database of resources available to youth and families;
    - 10) Interact regularly with other organizations and individuals who provide services to at-risk youth and families within Los Alamos County to identify gaps in the continuum of care and assist with the development of new, relevant programs and services especially in the areas of delinquency prevention, alcohol/drug/tobacco education, and mentorship and leadership opportunities for elementary-age youth;
    - 11) Coordinate and collaborate with County’s Social Services Division and community partners who work with and support youth and families to share information, leverage resources, and avoid duplication of Services;
    - 12) Manage care coordination for at-risk youth and families, including developing client-centered goals and plans, evaluating progress, and maintaining client files and record keeping, all by HIPAA guidelines and other applicable requirements; and
    - 13) Keep detailed records and assuring that client privacy is protected and that all consents for release of information are in place.

- d. Services shall be modeled after the nationally recognized Reclaiming Futures approach which aims to improve youth functioning and success by offering more integrated community services and helping to build community capacity where services are lacking. Services shall include a best practices model of centralized intake, individual service plans for youth, tracking and coordination of the Services, and follow-up.
- e. Contractor shall adopt elements of the evidence-based Intensive Case Management model, involving several defined phases:
  - 1) Engagement and Team Building.  
Contractor shall use a clearly defined process and documented plan that is updated and shared at every stage with Contractor's team to ensure multi-disciplinary collaboration of the Services.
  - 2) Initial Plan Development.  
Contractor shall prioritize initial referrals that involve significant basic needs, acute mental health problems, and safety. After these needs are addressed, Contractor shall develop plans to address the underlying needs that gave rise to those crises, along with others that are a priority for the family, including but not limited to connections to therapy for subacute issues, connections to employment and state income supports, parenting classes, enrichment, and mentorship programs for children, and work with the child's school to resolve problems.
  - 3) Implementation and Monitoring.  
Contractor shall carefully monitor progress, communicate with core team members, and help resolve any barriers to service.
  - 4) Purposeful Transition Planning.  
Contractor shall empower the family to self-advocate, support building of longer-term social and community support, and development of a crisis plan should problems arise in the future. Contractor shall monitor the family through occasional check-ins for three (3) months to ensure that their needs are being met.

At each stage, the FRS shall take a strengths-based, family-centered approach while providing Services that prioritize family autonomy and respects the family's unique culture.

## **2. Deliverables**

- a. Contractor shall provide quarterly progress reports to County's Social Services Manager within thirty (30) days from the end of each quarter, beginning July 1, 2022. These reports shall include, but not be limited to:
  - 1) Evidence of Contractor's efforts to develop and market events, programs, and services over the quarter;
  - 2) A description of the programs, workshops, or classes held by Contractor with the number of participants, as well as how participants have been assisted in the development of skills and experiences;
  - 3) The number of programs and services provided by Contractor and the participation or attendance levels for those programs and services;
  - 4) The level and results of Contractor's collaboration and coordination of effort with the Social Services Division, related contractors, and/or other service providers and volunteers, including a description of any collaboration or coordination efforts;

- 5) Measures and outcomes of Contractor's programs and services, as well as how Contractor gathered data and monitored and evaluated their performance and effectiveness;
  - 6) Opportunities provided for participant input and feedback, as well as a summary of the feedback; and
  - 7) Description of how feedback shall be incorporated into the design and implementation of new and existing programs and services.
- b. Annually, and as may be requested by County, Contractor shall provide to County's Social Services Manager:
- 1) Contractor's policies, operations, and procedures manuals, as well as any guidelines for the operation of programs and services associated with the scope of Services, including any amendments made to such documents during the term of this Agreement; and
  - 2) Annual financial review or audit and other financial information regarding the use of County funding.

**SECTION B. TERM:** The term of this Agreement shall commence July 1, 2022, and shall continue through June 30, 2027, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed SEVEN HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$723,524.00) which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). 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.
2. **Monthly Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager 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 solely responsible for timely and correctly billing, collecting, and remitting all 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 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 nameplate, 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 always

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 with 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 canceled 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) annual 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) annual 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 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:

Devon Hoffman, Executive Director  
Los Alamos Juvenile Justice Advisory Board  
1907 Central Avenue, Suite 206  
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:** Under 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.

**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 JUVENILE JUSTICE ADVISORY BOARD, A  
NEW MEXICO NON-PROFIT CORPORATION**

**BY:** \_\_\_\_\_ **DATE**  
**NICOLE FERRY**  
**BOARD CHAIR**



Exhibit "A"  
Compensation Rate Schedule  
AGR23-01

<b>COST CATEGORY</b>	<b>Fiscal Year 2023</b>	<b>Fiscal Year 2024</b>	<b>Fiscal Year 2025</b>	<b>Fiscal Year 2026</b>	<b>Fiscal Year 2027</b>
Personnel Expenditures	\$117,104.00	\$122,960.00	\$129,108.00	\$135,562.00	\$142,340.00
*Program Services	\$13,836.00	\$14,528.00	\$15,254.00	\$16,016.00	\$16,816.00
<b>TOTAL NOT TO EXCEED PER FY</b>	\$130,940.00	\$137,488.00	\$144,362.00	\$151,578.00	\$159,156.00

\* Administrative: Coordinator time for supervision of the Family Resource Specialists, invoicing, reporting, and program oversight to be invoiced monthly in equal amounts during the months that positions are filled and actively providing services.