



## 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 Las Clinicas del Norte, Inc., a New Mexico non-profit corporation ("Contractor"), to be effective for all purposes May 8, 2019.

**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. 19-35 (the "RFP") on December 30, 2018, requesting proposals for Health Commons Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated January 31, 2019 ("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 May 7, 2019; 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. Contractor shall provide all Services listed herein at the Health Commons, which is shared space with the Public Health Office located at 1183 Diamond Drive, Unit D, Los Alamos NM 87544 on Tuesdays and Thursdays from 7:00 a.m. to 5:00 p.m. ("Operating Hours".)
2. Contractor shall provide, at minimum, the following staff during all Operating Hours:
  - a. One (1) New Mexico Licensed Certified Nurse Practitioner;
  - b. One (1) New Mexico Licensed Behavioral Health Provider;
  - c. One (1) Medical Assistant; and
  - d. One (1) Receptionist
3. **Family Planning Services**: Contractor shall provide Family Planning Services which include, but is not limited to, licensed certified nurse practitioner consultation, examination, prescriptions, laboratory services (urinalysis, hematology/coagulation, and chemistry), and contraceptive supplies (such as IUDs, Depo shots, birth control pills, condoms), necessary referrals to other medical facilities when medically indicated, and provide advice for the effective usage of contraceptives and practices. Confidential Family Planning Services for teens shall follow the Federal Title X regulations for services as per 42 CFR 59.5 regarding confidentiality and parental consent, while in compliance with all applicable mandatory reporting laws regarding abuse, rape, sexual abuse/molestation, (see New Mexico Children's Code, NMSA 1978 § 32A-4-3).

4. **Sexually Transmitted Infections (“STI”) Services:** Contractor shall provide Sexually Transmitted Infections (“STI”) Services which shall include STI screenings, examinations, laboratory services (urine samples, oral or genital swabs, blood work for analysis), treatment for infection within Contractor’s ability or referral to an appropriate provider for high level disease, and partner services.
5. **Behavioral Health Services:** Contractor shall provide Behavioral Health Services, which shall include, but not be limited to, individual, group and family therapy, and assessments to comprehensively meet the complex individual needs of each patient utilizing evidence-based best practice models.
6. **Primary Care Services:** Contractor shall provide Primary Care Services that include immunization, annual physicals, diagnosis and treatment of acute and chronic conditions and commensurate follow up care, health education, screenings and referrals, healthcare planning and education. Behavioral Health Services and assessments to patients are integrated into Primary Care Services.
7. Contractor shall provide Services in a manner which protect the dignity and confidentiality of the patient.
8. Contractor shall provide Services without regard to religion, race, color, national origin, disability, age, sex, number of pregnancies, marital status, or other protected status.
9. Contractor shall provide for coordination and use of referral arrangements with other providers of health care services, local health and welfare departments, hospitals, and health services projects supported by other federal programs.
10. Contractor shall provide all services at a sliding scale to low-income, indigent, or non-insured patients. All services shall be provided at no-cost for teens (13 to 18 years of age) and at a sliding scale fee based upon patient income for all adults of reproductive age (18+ years of age).
11. Contractor shall provide patient education about common mental health and substance abuse disorders and the available treatment options.
12. Contractor shall provide referrals to County’s Social Services Division for assistance with HCAP (indigent) applications, affordable care act applications, case coordination, basic need services, housing assistance, and utility assistance applications.
13. Contractor shall manage care coordination for at-risk youth and families, including the development of client-centered goals and plans, evaluating progress.
14. Contractor shall maintain patient files and record keeping in accordance with applicable laws including HIPAA regulations and guidelines.
15. Contractor shall interact regularly with other organizations and individuals that also provide services to at-risk youth and families within Los Alamos County to improve upon continuum of care services.
16. Contractor shall be responsible for and provide some custodial services and supplies, in coordination with the Public Health Office since this is a shared space. These supplies shall include, but not be limited to, paper products (such as toilet paper, paper towels, feminine hygiene products, and toilet seat covers), trash can liners, hand soap, and all cleaning products.

#### **SECTION B. DELIVERABLES:**

1. Provide quarterly progress reports to the Community Services Department regarding the Services provided to County within thirty (30) days from the end of each quarter beginning January 1, April 1, July 1, and October 1. The reports shall include:
  - a. Evidence of efforts to develop and market events, programs, and Services throughout the quarter;

- b. A description of the programs and Services that have been provided, the number of patients, and how patients believe they have been assisted in the development of skills and experiences;
  - c. The level of programs and Services, plus the participation and attendance levels for the programs and Services;
  - d. The level and results of the collaboration and coordination of effort with other community service providers and volunteers, including a description of the collaboration or coordination efforts;
  - e. Measurements and results of programs and Services, as well as how data was gathered, monitored and evaluated for performance and effectiveness;
  - f. Opportunities provided for patient input and feedback, as well as a summary of the feedback;
  - g. A description of how feedback shall be incorporated into the design and implementation of new and existing programs and services;
  - h. Contractor's policies, operations and procedures manuals, as well as any guidelines for the operation of programs or facilities associated with the scope of Services, including any amendments made to such documents during the term of this Agreement.
2. Provide annual comprehensive report to the County by the end of the Fiscal Year to identify usage, revenues and community outreach

#### **SECTION C. FACILITY**

- 1. County shall provide Contractor with a shared space located at 1183 Diamond Drive, Suite 200, Los Alamos, New Mexico 87544 ("Facility"), for purposes of providing the services during the term of this Agreement and for the uses indicated herein, as shown in the diagram attached as Exhibit "B", attached hereto and made a part hereof for purposes.
- 2. County shall withdraw, at its sole discretion, the use of the Facility from Contractor with ninety (90) days advance written notice. At its sole discretion, County may designate, in writing additional substitution of space for Contractor's use subject to the same right of withdrawal with notice. Any additional or substitute space assigned to Contractor shall be included in the term "Facility" for purposes of this agreement.
- 3. Contractor shall not engage in, nor permit participants to engage in, activities for which the Facility are not designed.
- 4. Unless County notifies Contractor in writing otherwise, Contractor, its employee, and employee's patients are granted non-exclusive rights to use, in common with others, the parking spaces, drives, walks, and entrance ways located on property where the Facility is located.
- 5. Contractor shall provide security and supervision of the Facility
- 6. Contractor shall be responsible for and pay any and all telecommunication charges and equipment, including installation, monthly charges or fees, cost of lines, phones, facsimile machines, cable TV, internet services, computers, and all other related telecommunications equipment. Contractor shall not make arrangements for the installation of any telecommunications services, lines, or equipment without prior written consent from County.
- 7. The Facility may be altered, modified, or improved from time to time by County or its agents, at the sole discretion of County.
- 8. Contractor shall not make any alterations, additions or improvements to the Facility without the prior written consent of County and the Landlord.
- 9. To protect the health and safety of the public or any person or persons using or occupying the Facility, and to minimize danger from all hazards to life and property, Contractor shall take all reasonable precautions in connection with its use of the Facility, and shall comply

with all health, safety and fire protection rules, laws, regulations and requirements of County, and any other pertinent regulatory body.

10. Smoking and use of electronic cigarettes in the Facility is prohibited. It shall be the responsibility of Contractor to enforce this prohibition within the enclosed or public premises used or occupied by Contractor during the performance of this Agreement in accordance with the provisions of the Code of the Incorporated County of Los Alamos.
11. County is the "Lease Owner" of all keys to the Facility or other space on County property, and shall have the right to inspect the work and activities of Contractor in connection with its use of the Facility at such times and in such a manner as County deems reasonably appropriate. No keys to the Facility shall be provided by Contractor, or at the request of Contractor, to any other party and any individual authorized to have a key to the Facility shall maintain the key within his or her control at all times. Contractor is prohibited from copying keys to the Facility, and a violation of this provision shall constitute grounds for immediate termination of this Agreement. Contractor may request from County keys to the Facility and provide those keys to individuals authorized to receive them in accordance with County's approved Key Policy (the "Key Policy"). Contractor shall assure that all individuals responsible for keys issued to them fully comply with the Key Policy.
12. County shall provide space for one trifold brochure or third-cut cardstock (a "rack card") for Contractor in its designated brochure rack in the west vestibule of the Municipal Building located at 1000 Central Avenue, so that Contractor may promote its services or events. If Contractor wishes to utilize this option, a request for this space must be made to the Contract Manager upon signing this Agreement. If requested, County shall label the trifold slot in the rack with Contractor's name and keep that space open for Contractor's exclusive use. Other sizes of brochures, postcards or 8-1/2" x 11" flyers, business cards or other loose materials left on the counter top in the vestibule, or storing multiple brochures in the same rack slot shall not be permitted. For best visibility, the trifold brochure or rack card should be designed to display top half information with Contractor's name, services, location, and any events on the front, as it may be staggered in rows among other contractor brochures in the rack. County shall not store additional flyers for Contractor inside the vestibule storage space. County shall not display material to promote other individuals, groups or organizations affiliated with or sponsored by Contractor. If the space in the vestibule rack is requested and designated, but is consistently not used or kept re-stocked, County reserves the right to discontinue exclusive use of the space and the space shall return to County for its own use.
13. On a monthly basis, Contractor may promote one (1) event through its weekly "County Line" e-newsletter which is e-mailed to subscribers on Fridays. Text must be no more than thirty (30) words and contain time, date, location and either a webpage link, phone number or email for the event organizer. Text must be received no later than 8:00 a.m. on the Wednesday before Friday publication in order for it to be included in that week's edition. Text may be modified by the e-newsletter editor for style or content in order to meet newsletter publication guidelines. Text shall only be included once in the newsletter per event, and shall only promote events no more than fourteen (14) days prior to the start of the event. County shall not promote events for other individuals, groups or organizations affiliated with or sponsored by Contractor.

**SECTION D. TERM:** The term of this Agreement shall commence May 8, 2019 and shall continue through June 30, 2026, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for (1) one-year period, unless sooner terminated, as provided therein.

## **SECTION E. COMPENSATION:**

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS, (\$150,000.00) per year, 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 as Exhibit "A."

Total compensation for the performance of the Services for the County's Fiscal Year 2019 through Fiscal Year 2026, with a possible extension for Fiscal Year 2027, shall not exceed ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00), which amount does not include applicable NMGRT.

In addition, County shall provide Contractor in kind contribution through the use of the Facility which has an estimated annual value inclusive of rent, utilities, and common area maintenance of the premises for a total estimated annual value of FIFTY SIX THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS AND FIFTEEN CENTS (\$56,786.15).

- 2. Monthly Invoices.** Contractor shall submit monthly invoices to the County's Community Services Department, Social Services Division, showing amount of compensation due and the amounts spent for program expenses including but not limited to operating expenses in accordance with Exhibit "A". Payment of undisputed amounts shall be due and payable within thirty (30) days from County's receipt of the invoice(s).
- 3. Revenues:** Any revenues received will remain with the Contractor, and will be appropriately documented in quarterly reports to identify revenue sources (indigent, self-pay, or insurance of any form). Revenues include any compensation received from self-pay (sliding scale) patients and as well as any income received after charging insurances. These revenues are independent of compensation received from Los Alamos County.

**SECTION F. 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 G. 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 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 H. 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 meets the industry standard of care for performance of the Services.

**SECTION I. 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 J. 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 K. 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 will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County and Boomtown 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.
4. **Professional Liability Insurance:** Insured by a policy of medical malpractice liability insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) per occurrence or per claim, with ONE MILLION DOLLARS (\$1,000,000) annual aggregate.

**SECTION L. 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 M. 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 N. 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 O. 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 P. 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 Q. NON-ASSIGNMENT:** Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

**SECTION R. 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 S. 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 T. 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 U. 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 Manager  
Incorporated County of Los Alamos  
1505 15<sup>th</sup> Street, Suite A  
Los Alamos, New Mexico 87544

Contractor:

Andrea Sandoval, Executive Director  
Las Clinicas Del Norte, Inc.  
Hwy 571 Building # 28, P.O. Box 237  
El Rito, New Mexico 87530

**SECTION V. 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 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. 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**

**LAS CLINICAS DEL NORTE, INC., A NEW MEXICO NON-PROFIT CORPORATION**

BY: \_\_\_\_\_  
**ANDREA SALAZAR** **DATE**  
**EXECUTIVE DIRECTOR**



**Exhibit "A"**  
**Compensation Rate Schedule**  
**AGR19-35**

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 to the next period.)

<b>For the Contract Period</b>	<b>General Operating</b>	<b>Quarterly Costs</b>	<b>Total Compensation shall not exceed:</b>
5/1/2019 through 6/30/2020	\$150,000.00	\$37,500	\$150,000.00
7/1/2020 through 6/30/2021	\$150,000.00	\$37,500	\$150,000.00
7/1/2021 through 6/30/2022	\$150,000.00	\$37,500	\$150,000.00
7/1/2022 through 6/30/2023	\$150,000.00	\$37,500	\$150,000.00
7/1/2023 through 6/30/2024	\$150,000.00	\$37,500	\$150,000.00
7/1/2024 through 6/30/2025	\$150,000.00	\$37,500	\$150,000.00
7/1/2025 through 6/30/2026	\$150,000.00	\$37,500	\$150,000.00
<b>TOTAL</b>	<b>\$1,050,000.00</b>		<b>\$1,050,000</b>

**Indirect Compensation:** County shall provide use of the Facility with an estimated annual value inclusive of rent, utilities, and common area maintenance of the premises for a total estimated annual value of FIFTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS AND FIFTEEN CENTS (\$56,786.15)

**Exhibit "B"**  
Floor Plan  
Health Commons Space  
1183 Diamond Drive, Unit D, Los Alamos, New Mexico 87544  
AGR19-35

