



**INCORPORATED COUNTY OF LOS ALAMOS  
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Christopher Hammond D.O. Inc.**, a New Mexico corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes February 26, 2025 ("Effective Date").

**WHEREAS**, the Los Alamos Fire Department ("LAFD") and Los Alamos Police Department ("LAPD") Consolidated Dispatch Center ("CDC") requires a licensed physician to provide Medical Director oversight to LAFD and the LAPD CDC to ensure that all medical aspects of the Emergency Medical Services ("EMS") and Emergency Medical Dispatch ("EMD") programs are coordinated with all participating medical entities; and

**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. 24-33 ("RFP") on February 8, 2024, requesting proposals for Medical Director Services, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated March 7, 2024 ("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 February 25, 2025; and

**WHEREAS**, Contractor shall provide the Services, as described below, to County.

**NOW, THEREFORE**, and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

**SECTION A. SERVICES:**

1. **Provider Services.** Contractor shall provide the following Medical Director Services ("Services"), by and through a qualified physician licensed in New Mexico, with experience in Emergency Medicine as follows:
  - a. Shall serve as a liaison on an ongoing basis and shall provide medical oversight for the LAFD and LAPD CDC to ensure that all medical aspects of the EMS and EMD programs are coordinated with all participating medical organizations, including but not limited to the Los Alamos Medical Center, the Los Alamos Medical community (i.e., local physicians, nurses, pharmacists and related medical personnel, the Los Alamos National Laboratory ("LANL") Emergency Management

Office (“EMO”), New Mexico State (“State”) EMD agencies, the State EMS Bureau, and the State EMS Medical Directors.

- b. Shall provide Medical Director oversight pursuant to all applicable state, federal, and local laws, rules, regulations, and standards, including but not limited to, the NMSA 1978 24-10B-3 Emergency Medical Services Act, NMAC 7.27.3 Medical Direction for Emergency Medical Services and NMAC 18.3.14 Transportation and Highways Motor Carrier General Provisions Ambulance Services. Contractor shall maintain throughout the term of this Agreement, knowledge of all applicable law, rules, regulations, and standards applicable to the performance of Services described herein, **and pursuant to Section F of this Agreement, STANDARD OF PERFORMANCE.**
- c. Shall adhere to Health Insurance Portability and Accountability Act (“HIPAA”) and all applicable State laws that require protection of sensitive patient health information from being disclosed without the patient’s consent or knowledge.
- d. Shall establish, develop, implement, and revise written LAFD EMS protocols pursuant to all applicable local, state, and federal law, and applicable to standards, regulations, and best practices as recognized by experts and professionals in the medical field to ensure quality emergency medical service delivery by LAFD providers.
- e. Shall establish, develop, implement, and revise the LAPD CDC protocols pursuant to all applicable local, state, and federal law, and applicable to standards, regulations, and best practices as recognized by experts and professionals in the medical field to ensure quality CDC service delivery by CDC providers. LAPD CDC currently uses the International Academies of Emergency Dispatch/Priority Dispatch protocol system and reserves the right to change the protocols to any allowed by law throughout the term of this Agreement.
- f. Shall participate with LAFD and LAPD CDC in the Continuous Quality Improvement Program related to EMS and EMD, which includes but is not limited to the following:
  - i. Data analysis;
  - ii. Ongoing evaluation of patient care, including retrospective call reviews and on-site evaluation;
  - iii. Investigation and resolution of medically related complaints;
  - iv. Provide written recommendations to the EMS Chief and/or CDC Manager for remedial or disciplinary action against Emergency Management Technicians (“EMTs”) and Emergency Communication Specialists as appropriate;
  - v. Regular review of system compliance with federal, State, and local laws and regulations;

- vi. Review and provide recommendations for accountability for the LAPD CDC medical care policies which may include review of the medical decisions and pre-arrival instructions rendered by CDC personnel;
  - vii. Review of LAPD CDC system evaluations and quality improvement processes used by the LAPD CDC;
  - viii. Review and approval of LAPD CDC medical control policies of the priority reference system;
  - ix. Follow guidelines developed in collaboration with the EMS Chief and EMS Training Captain, approve newly licensed EMTs to provide emergency care. This may include evaluating skills, performance, and interviewing providers with the EMS Chief and EMS Training Captain;
  - x. Share current research and information appropriate to the delivery of quality service with LAFD EMS and LAPD CDC providers at periodic meetings;
  - xi. Provide guidance to LAFD EMS to ensure the qualifications of EMS personnel involved in patient care are maintained;
  - xii. Meet with the EMS Training Captain monthly or as needed, as determined by both Parties, to review training issues or issues identified through feedback submitted to Contractor or County; and
  - xiii. Utilize current Electronic Patient Care Reporting Quality Assurance (“QA”) and Quality Management (“QM”) software to conduct and communicate QA as directed by the EMS Chief and EMS Training Captain.
- g. Shall provide verbal and written advice and recommendations to LAFD regarding issues of employee performance on EMS-related activities and licensure of emergency medical personnel.
  - h. Shall provide verbal and written advice and recommendations to LAPD regarding issues of employee performance on EMD-related activities and licensure of emergency medical dispatchers.
  - i. Shall provide medical oversight and recommendations to LAFD on EMS training programs. Work closely with the EMS Training Captain to help develop and deliver EMS training modules to enhance the quality of patient care.
  - j. Shall provide medical oversight and recommendations to LAPD on EMD training programs. Work closely with the LAPD CDC Training Coordinator to help develop and deliver EMS training modules to enhance the quality of patient care.
  - k. Shall conduct EMS training activities during times and locations coordinated with the EMS Division Chief or EMS Training Captain, as further described herein under “DELIVERABLES.”

- l. Shall participate in EMD training activities during times and locations coordinated with the CDC Manager, as further described herein under Section 3, "DELIVERABLES."
- m. Shall be available by phone or electronic device within eight (8) hours of contact by County. The EMS Division Chief and CDC Manager must be notified in advance if Contractor will be unavailable for more than eight (8) hours.
- n. Shall assist with performance improvement programs for LAFD and LAPD CDC.
- o. Shall attend at least three out of four quarterly LAPD CDC Oversight Committee ("Committee") meetings annually, provide input and recommendations to the Committee, and review policies and procedures put forth by the Committee when requested by County.
- p. Shall provide Medical Control for all LAFD EMTs during their assignment to wildland fires provided the EMTs are assigned as New Mexico State Resource Mobilization Plan resources, the wildland assignment is authorized by LAFD and the EMTs are assigned as on-duty personnel. EMTs shall adhere to LAFD protocols. EMS personnel deployed nationally (outside of New Mexico) shall be supported by LAFD Medical Control.

**2. County Responsibilities.** County shall:

- a. Assure that Contractor has reasonable access to County staff when staff cooperation is necessary to Contractor's performance of the services described in this Agreement.
- b. Assure that Contractor has appropriate access to reports, medical records, dispatch logs, and other documents and County systems where needed to fulfill the obligations of this Agreement, and only if Contractor having this access is not contrary to law or County policy.
- c. Assist Contractor in accessing data from County QA systems (currently ESO®) required for the preparation of EMS and EMD documents and reports.
- d. Enforce appropriate employee remedial training as requested.
- e. Assure that LAFD EMS and LAPD CDC providers practice only under the medical direction of the Contractor using approved protocols.
- f. Assure that LAFD EMS providers practice within the scope of practice defined by NMAC 7.27.11 and 7.27.3.
- g. Assure that actions are taken to correct deficiencies identified through the Continuous Quality Improvement Program and to correct identified County violations of federal, State, or local laws or regulations.

**3. Deliverables.**

- a. Training:

- i. Contractor shall conduct, at a minimum, three (3) hours of EMS training each quarter for each shift (three rotating shifts A, B, and C) and conduct, at a minimum, three (3) hours of EMD training each quarter and provide additional training sessions for both as requested by County.
  - ii. Training scheduling is flexible and may be conducted as either in-person on-site or live-virtual training as determined by the County's EMS Training Captain for EMS training or CDC Manager for EMD training. "Quarterly" is defined as follows:
    1. Quarter 1: January - March
    2. Quarter 2: April – June
    3. Quarter 3: July – September
    4. Quarter 4: October – December
- b. EMS QA Reviews: Contractor shall conduct QA Quality Assurance as required for incidents as requested by the EMS Chief or EMS Training Captain.
- c. EMD Reviews: Contractor shall conduct QA as required for incidents as requested by the CDC Manager or the CDC Training Coordinator.
- d. EMS Training Captain QA Monthly Meeting: Contractor shall meet with the EMS Training Captain or designee, at least monthly, or more frequently if requested by County, to review QA and training issues, review steps being taken to address issues, and evaluate follow up action and completion of identified corrective actions. Meetings may be held either virtually or on-site as determined by the EMS Training Captain and shall occur during County's normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. at dates and times agreed upon by both Parties. County may, at County's sole option, cancel, defer, or reschedule monthly meetings.
- e. CDC Manager Monthly Meetings and QA/EMD Review Meetings: Contractor shall meet with the CDC Manager or designee, at least monthly, or more frequently if requested by County, to review QA and training issues, review steps being taken to address issues, and evaluate follow up action and completion of identified corrective actions. Meetings may be held either virtually or on-site as determined by the CDC Manager and shall occur during County's normal business hours, Monday through Friday 8:00 a.m. to 5:00 p.m. at dates and times agreed upon by both Parties. County may, at County's sole option, cancel, defer, or reschedule monthly meetings.
- f. Contractor shall attend at least three quarterly Committee meetings as further described in Section A(1)(o).
- g. Contractor shall submit monthly invoices to the EMS Division Chief outlining the services provided in the preceding month no later than the 15<sup>th</sup> of each month.
- h. Contractor shall conduct chart medical audits as defined by NMAC 7.27.
- i. Contractor shall provide written documentation of medical audits to the EMS Division Chief, EMS Training Captain, and EMS providers within the EHR QA/QM software (currently ESO®).

#### 4. Qualifications.

- a. Contractor shall possess all federal, state, and local mandated qualifications to provide the services described herein continuously and for the entirety of the term of this Agreement. Contractor shall meet the following minimum qualifications, and any other requirements in law, or as specifically required by all relevant licensing, disciplinary, or administrative organizations with whom Contractor must comply in order to maintain the qualifications necessary for the performance of the services herein, without interruption, for the term of this Agreement. County reserves the right to request further proof of and to independently verify Contractor's qualifications, whether explicitly stated herein or otherwise required by law:
  - i. Must be a licensed physician in accordance with NMAC 7.27.3 Medical Direction for Emergency Medical Services.
  - ii. Active medical staff privileges at a hospital in New Mexico as an emergency department physician; and
  - iii. Must meet all mandatory qualifications of a medical director pursuant to Department of Health NMAC 7.27.3 and 18 NMAC 4.2(12.3.2), NMAC 7.27.3 Medical Direction for Emergency Medical Services, and NMAC 18.3.14 Transportation and Highways Motor Carrier General Provisions Ambulance Services.
- b. Should Contractor's staff assigned to perform Services under this Agreement change throughout the term of this Agreement, Contractor shall notify County in writing within ten (10) business days of the staffing change and shall provide written proof that new assigned staff possess all required licenses and qualifications to perform Services under this Agreement. Any replacement in provider shall require provision of a valid physician license for the new provider and is subject to approval at the County's sole option.

5. **Federal Bureau of Investigation ("FBI") Criminal Justice Information Services ("CJIS") Security Addendum.** The CJIS Security Addendum, attached hereto as Exhibit C and made a part hereof for all purposes, is applicable to this Agreement and must be signed by Contractor prior to Contractor providing Services to the LAPD CDC. Contractor, and any of Contractor's employees assigned to provide Services to the LAPD CDC throughout the term of this Agreement are expected to provide to County signed copies of the CJIS Addendum and are expected to be bound by the applicable provisions contained in the CJIS Security Addendum prior to County granting access to the CDC or disclosing any applicable information or records governed by the CJIS Security Addendum. Contractor and Contractor's assigned employees may be asked throughout the term of this Agreement, to sign updated CJIS Security Addendum Certifications as may be required by the FBI from time to time.

**SECTION B. TERM:** The term of this Agreement shall commence February 26, 2025, and shall continue through February 25, 2032, 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 FIFTY-EIGHT THOUSAND TWO HUNDRED SEVENTEEN AND 00/100 DOLLARS (\$758,217.00), 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.
2. **Total Not-To-Exceed Compensation Amount (C)(1).** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services originally estimated by County and specified herein, unless approved by Amendment to this Agreement. The Parties agree that they shall work in good faith to amend the not-to-exceed compensation amount, if applicable, to accommodate any additional Services that may exceed the originally estimated not-to-exceed compensation. Any increase to the not-to-exceed compensation amount provided herein, must be authorized by an Amendment to this Agreement, which must be approved by County Council, as required by County Ordinance. This provision shall not be construed to conflict with County's discretion to determine when Contractor's Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the current not-to-exceed amount of the Agreement or any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the then current not-to-exceed amount, inclusive of materials and supplies, is not a just and lawful debt payable to Contractor.
3. **Invoices.** Contractor shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due for the prior month's Services, 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, professional licensure, training, 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, unless otherwise agree to by both parties, in writing. 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, stating 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, Automobile Liability Insurance, and Professional 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 the 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:** An amount at least equal to the minimum required by state law on any owned and/or non-owned motor vehicles used in performing Services under this agreement.
- 4. Professional Liability Insurance:** Professional Liability specific to providing EMS Medical Direction Services with a limit of ONE MILLION DOLLARS (\$1,000,00.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) aggregate.

**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. The creation, maintenance, archival, and release of records to any party, including the County, will conform to all applicable local, state, and federal laws governing the handling of these records, as well as any standards or guidelines from applicable professional regulatory agencies.

**SECTION K. DUTY TO ABIDE:** 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.

**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. CHOICE OF LAW:** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

**SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION O. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

**SECTION Q. 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

**SECTION R. NON-ASSIGNMENT:** Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

**SECTION S. 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 T. 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 U. TERMINATION:**

- 1. Generally.** The County Manager 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 V. NOTICE:** Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

EMS Division Chief

Contractor:

Incorporated County of Los Alamos  
999 Central Avenue  
Los Alamos, New Mexico 87544  
E-mail: manual.pacheco@lacnm.us

Christopher Hammond DO Inc.  
P.O. Box 370  
Los Alamos, New Mexico 87544  
E-mail: chammond@ema.us

With a copy to:  
County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544  
~attorneys@lacnm.us

**SECTION W. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

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

**SECTION Y. 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 and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form is attached as Exhibit D. Contractor must submit this form with this Agreement, if applicable.

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

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

**SECTION AC. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

**SECTION AD. CONFIDENTIAL INFORMATION:** Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

**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**

\_\_\_\_\_  
**MICHAEL D. REDONDO**  
COUNTY CLERK

**BY:** \_\_\_\_\_  
**ANNE W. LAURENT** **DATE**  
**COUNTY MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
COUNTY ATTORNEY

**CHRISTOPHER HAMMOND D.O. INC., A NEW MEXICO CORPORATION**

**BY:** \_\_\_\_\_  
**DATE**

**CHRISTOPHER HAMMOND, D.O., FACEP**  
**OWNER**

**Exhibit A  
Compensation Rate Schedule  
AGR24-33**

Contractor shall, throughout the term of this Agreement, provide Services at the rates specified herein. Monthly rates are inclusive of all labor, materials, supplies, equipment, physician licensure, and travel necessary to provide the Services described herein. Travel and material costs are not charged to County as direct reimbursable costs.

Monthly rates are calculated based on the hourly rate X 35 hours. Contractor shall bill County the **Total Monthly Fee** each month for the prior month's Services and invoices shall not exceed the Total Monthly Fees stated below.

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	TOTAL
<b>Hourly Rate</b>	\$200.00	\$208.00	\$216.32	\$224.97	\$233.97	\$243.33	\$253.06	
<b>Monthly Rate</b>								
Hourly Rate X 35 Hours = Monthly Rate Total	\$7,000.00	\$7,280.00	\$7,571.20	\$7,873.95	\$8,188.95	\$8,516.55	\$8,857.10	<b>\$55,287.75</b>
Monthly Administrative Management and Insurance Fee	\$1,000.00	\$1,040.00	\$1,082.00	\$1,125.00	\$1,170.00	\$1,216.00	\$1,264.00	<b>\$7,897.00</b>
<b>Total Monthly Fee Not-to-Exceed</b>	<b>\$8,000.00</b>	<b>\$8,320.00</b>	<b>\$8,653.20</b>	<b>\$8,998.95</b>	<b>\$9,358.95</b>	<b>\$9,732.55</b>	<b>\$10,121.10</b>	<b>\$63,184.75</b>
<b>Annual Cost</b>								
<b>Total Monthly Fees X 12 Months – Annual Total Cost</b>	<b>\$96,000.00</b>	<b>\$99,840.00</b>	<b>\$103,838.40</b>	<b>\$107,987.40</b>	<b>\$112,307.40</b>	<b>\$116,790.60</b>	<b>\$121,453.20</b>	<b>\$758,217.00</b>

**Exhibit B**  
**Confidential Information Disclosure Statement**  
**AGR24-33**

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement (“Statement”) defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	<b>Contractor</b>	<b>County</b>
<b>Name:</b>		Manuel Pacheco
<b>Title:</b>		EMS Division Chief
<b>Address:</b>		999 Central Avenue
<b>City/State/Zip:</b>		Los Alamos, New Mexico 87544
<b>Email:</b>		manuel.pacheco@lacnm.us

2. Definitions:
  - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
  - b) **Discloser** - the party disclosing Confidential Information.
  - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient’s possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser’s prior written approval.
  - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

**Exhibit C**  
**CJIS Security Addendum**  
**AGR24-33**

**FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306



**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee \_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative \_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative

**Exhibit D**  
**Campaign Contribution Disclosure Form**  
**AGR24-33**

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Contract”** means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:  
(a) a prospective contractor, if the prospective contractor is a natural person; or  
(b) an owner of a prospective contractor.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following-COUNTY COUNCILORS: Theresa Cull; Melanee Hand; Susie Havemann; Ryn Hermann; Beverly Neal-Clinton; David Reagor; and Randal Ryti.)

<b>Contribution Made By:</b>			
<b>Relation to Prospective Contractor:</b>			
<b>Name of Applicable Public Official:</b>			
<b>Contribution(s) Date(s)</b>	<b>Contribution Amount(s):</b>	<b>Nature of Contribution(s):</b>	<b>Purpose of Contribution(s):</b>
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Please check the box next to the applicable statement.

<input type="checkbox"/>	<b>CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative, and I have disclosed those contributions.
<input type="checkbox"/>	<b>NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE</b> to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)